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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Business
Development - Rosemont
6111 N. River Rd.
Rosemont, IL 60018



Doc#: 0513249014
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 05/12/2005 07:31 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

7218401

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Doc. Specialist (ol) Trans #15572
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 30, 2005, is made and executed between 1709 W. Rosehill, LLC, whose address is 916 W. Diversey, Chicago, IL 60614 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Rd., Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 30, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 30, 2004 executed by 1709 W. Rosehill, LLC for the benefit of MB Financial Bank, N.A., recorded on April 30, 2004 as document no. 0412129113, and Assignment of Rents of even date therewith executed by Borrower for the benefit of Lender, recorded on April 30, 2004 as document no. 0412129114.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE EAST 25 FEET OF LOT 6 AND THE WEST 6 FEET OF LOT 5 IN OWNER'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

The Real Property or its address is commonly known as 1709 W. Rosehill Drive, Chicago, IL 60660-3916. The Real Property tax identification number is 14-06-408-042-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of March 30, 2005 in the original principal amount of \$587,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 7218401

(Continued)

Page 2

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

CROSS COLLATERALIZATION. In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.


CROSS DEFAULT. Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 30, 2005.

GRANTOR:

1709 W. ROSEHILL, LLC

By: 
 Joseph A. Pinto, Manager of 1709 W. Rosehill, LLC

By: 
 Jarek Moskal, Manager of 1709 W. Rosehill, LLC

LENDER:

MB FINANCIAL BANK, N.A.

x 
 Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7218401

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

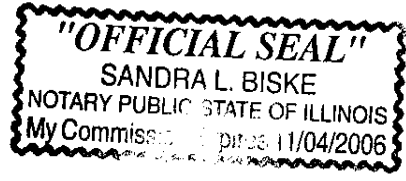
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 26th day of APRIL, 2005 before me, the undersigned Notary Public, personally appeared **Joseph A. Pinto, Manager and Jarek Moskal, Manager of 1709 W. Rosehill, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Sandra L. Biske Residing at 6111 N. River Road Rosemont

Notary Public in and for the State of ILLINOIS

My commission expires 11/4/06



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MODIFICATION OF MORTGAGE

Loan No: 7218401

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office