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Doc#: 0513908089

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 05/19/2005 10:45 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
1100 Waukegan Road
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Northbrook Bank & Trust Company-Loan Servicing 245 Waukegan Road Northfield, IL 60093 4

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 28, 2005, is made and executed between 2261 N. Clybourn, LLC (referred to below as "Grantor") and Northbrook Early & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 18, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows.

MORTGAGE DATED OCTOBER 18, 2004 AND RECORDED NC/EMBER 17, 2004 AS DOCUMENT NUMBER 0432246000 WITH THE COOK COUNTY RECORDER OF DEEDS. PURSUANT TO THE FOLLOWING.

"Northbrook Bank & Trust Company ("Lender"), successor pursuant to Agreement To Purchase Assets and Assume Liabilities by and between Northview Bank & Trust, as Seller and Lencer as Buyer, dated October 14, 2004."

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

LOTS 60 AND 61 IN BLOCK 1 IN NICKERSON'S SUBDIVISION OF THE WEST 1/2 AND SUB BLOCK 5 OF THE EAST 1/2 OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2261 N. Clybourn, Chicago, IL 60614. The Real Property tax identification number is 14-32-101-054-0000

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

THE TOTAL OF ALL INDEBTEDNESS SO SECURED IS INCREASED TO AND SHALL NOT EXCEED THREE HUNDRED AND FIFTY THOUSAND DOLLARS 00/100 (\$350,000.00).

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

Lawvers Unit #09194 Case # 04-1143

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#### MODIFICATION OF MORTGAGE

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Consent by Lender to this Modification does not waive Lender's right to require strict respective terms. 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGIEFS TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 28, 2005.

**GRANTOR:** 

County Clark's Office Levinson, Member of 2261 N. Clybourg. LLC

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LENDER:

**NORTHBROOK BANK & TRUST COMPANY** 

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 1 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF JLLINGIS
COUNTY OF \_\_\_\_\_\_\_ COOK ) ) SS before me, the undersigned Notary Public, personally appeared Rick Levinson, Member of 2261 N. Clybourn, LLC, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. 101NOIS Notary Public in and for the State of OFFICIAL SEAL KOOI LIN CHADDAH My commission expires NY JARY PUBLIC STATE OF ILLINOIS M.Y COMMISSION EXP. OCT. 8,2005 TO CONTROL OFFICE

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#### **MODIFICATION OF MORTGAGE**

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	LENDER ACKNOWLEDGMENT	
STATE OF 1L  COUNTY OF 2004	) ) SS )	
Public, personally appeared	d agent for the Lender that executed the way to be the free and voluntary act and deed of directors or otherwise, for the uses and plauthorized to execute this said instrument Residing at	the said Lender, duly authorized by purposes therein mentioned, and on
LASER PRO Lending, Ver. 1	C	INICFILEPLIGZÓT.FC TR-1914 PR-38