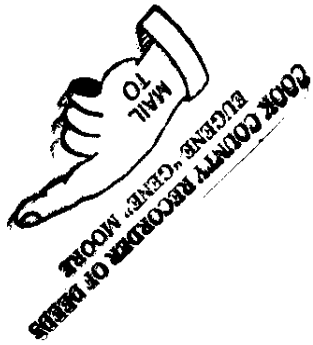


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Doc#: 0514322059  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/23/2005 08:38 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
AFTER RECORDING, MAIL TO;  
LaSalle Bank N. A.  
4747 W. IRVING PARK RD. 3<sup>rd</sup> flr  
Chicago, IL 60641  
CHICAGO, IL 60603

SEND TAX NOTICES TO:  
LASALLE BANK NATIONAL  
ASSOCIATION  
MAIN OFFICE  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Thomasine Wright/Saul Robles  
LASALLE BANK NATIONAL ASSOCIATION  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 25, 2005, is made and executed between RDC ILLINOIS CORP., whose address is 21 WEST ILLINOIS STREET, CHICAGO, IL 60611 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 4, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

(i) that certain Mortgage dated as of December 4, 2003 (the "Mortgage") executed by RDC ILLINOIS CORP. ("Grantor") for the benefit of LaSalle Bank National Association ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on December 12, 2003 as document no. 0334634033, and (ii) that certain Assignment of Rents of even date therewith (the "Assignment") executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on December 12, 2003 as document no. 0334634034.

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

THE WEST 20 FEET OF LOT 13 AND THE EAST 6 INCHES OF LOT 12 IN BLOCK 8 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 21 W. Illinois Avenue, Chicago, IL 60610. The Real Property tax identification number is 17-09-255-006-0000

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 April 25, 2005 in the original

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Page 2

principal amount of \$120,000.00 executed by Borrower and payable to the order of Lender, and that certain Promissory Note dated as of December 4, 2003 in the original principal amount of \$750,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,740,000.00.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 25, 2005.

GRANTOR:

RDC ILLINOIS CORP.

By: 

RODRIGO DEL CANTO, President of RDC ILLINOIS CORP.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 29 day of April, 2005 before me, the undersigned Notary Public, personally appeared RODRIGO DEL CANTO, President of RDC ILLINOIS CORP., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature] Residing at 135 S. Casselle Chicago  
 Notary Public in and for the State of Illinois

My commission expires 10/26/07



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 29 day of April, 2005 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the FVP, 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 [Signature] Residing at 135 S. Casselle Chicago  
 Notary Public in and for the State of Illinois

My commission expires 10/26/07




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## MODIFICATION OF MORTGAGE (Continued)

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