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Doc#: 0526604237 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/23/2005 09:44 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

The PrivateBank and Trust  
Company  
Ten North Dearborn Street,  
Suite 900  
Chicago, IL 60602-4202

**WHEN RECORDED MAIL TO:**

The PrivateBank and Trust  
Company  
Ten North Dearborn Street,  
Suite 900  
Chicago, IL 60602-4202

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
The PrivateBank and Trust Company  
920 S. Waukegan Road  
Lake Forest, IL 60045

3  
RHP

**MODIFICATION OF MORTGAGE**

SA 999 80 14 - J CTI

THIS MODIFICATION OF MORTGAGE dated August 27, 2005, is made and executed between 3FJ Construction, Inc., an Illinois Corporation (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 27, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 12, 2004 in the office of the Cook County Recorder of Deeds as Document Number 0407211013.

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

LOT 33 IN BLOCK 2 IN MOULDING AND HARLAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2521 N. Greenview, Chicago, IL 60614. The Real Property tax identification number is 14-29-313-003.

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

Increase principal note amount to \$1,240,000.00 and increase maximum lien to \$2,480,000.00 so that at no time shall the principal amount of indebtedness secured by the Construction Mortgage, not including sums advanced to protect the security of the Construction Mortgage, exceed \$2,480,000.00.

**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

BOX 333-CTI

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)****Page 2**

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 AUGUST 27, 2005.**

**GRANTOR:****3FJ CONSTRUCTION, INC., AN ILLINOIS CORPORATION**By: 

Robert Chavin, President of 3FJ Construction, Inc., an Illinois Corporation

**LENDER:****THE PRIVATEBANK AND TRUST COMPANY**x 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 27<sup>th</sup> day of August, 2005 before me, the undersigned Notary Public, personally appeared **Robert Chavin, President of 3FJ Construction, Inc., an Illinois Corporation**, 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 Mary K. Parkinson Residing at Lake Forest, IL

Notary Public in and for the State of Illinois

My commission expires 12-16-2008



DEPT. OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

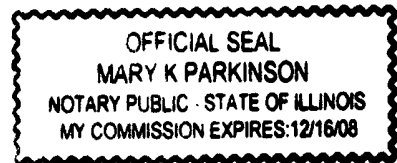
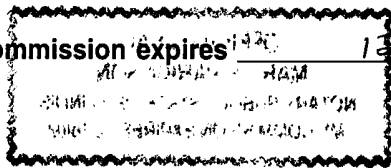
STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 27<sup>th</sup> day of August, 2005 before me, the undersigned Notary Public, personally appeared Alan M. Share and known to me to be the Managing Director, 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 Mary K. Parkinson Residing at Lake Forest, IL

Notary Public in and for the State of Illinois

My commission expires 12-16-2008



Deputy Clerk's Office