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RECORDATION REQUESTED BY:

First Suburban National Bank
Maywood
150 S. Fifth
Maywood, IL 60153



0530734050

WHEN RECORDED MAIL TO:

First Suburban National Bank
Maywood
150 S. Fifth
Maywood, IL 60153

Doc#: 0530734050 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/03/2005 11:27 AM Pg: 1 of 5

SEND TAX NOTICES TO:

First Suburban National Bank
Maywood
150 S. Fifth
Maywood, IL 60153

FOR RECORDER'S USE ONLY

108479

This Modification of Mortgage prepared by:

Silvia Nevarez, Administrative Assistant
First Suburban National Bank
150 S. Fifth
Maywood, IL 60153

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2005 is made and executed between LS & KW, LLC, an Illinois Liability (referred to below as "Grantor") and First Suburban National Bank, whose address is 150 S. Fifth, Maywood, IL 60153 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED DECEMBER 30, 2004 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT #0436520017.

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

Lot 7 and the North 12 1/2 Feet of Lot 8 in Block 10 in John Lewis Cochran's Subdivision of the West Half of the Northeast Quarter of Section 8, 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 5224-5228 N. Winthrop Ave., Chicago, IL 60640. The Real Property tax identification number is 14-08-210-013-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED DECEMBER 15, 2004, ORIGINALLY MATURING ON DECEMBER 15, 2005, IN THE ORIGINAL AMOUNT OF \$1,653,110.00 FROM LS & KW, LLC; JOSEPH LAROCCO; CHRISTOPHER P. LAROCCO; AND EDDY G. SOTO TO FIRST SUBURBAN NATIONAL BANK IS NOW MODIFIED AS FOLLOWS: THE PRINCIPAL IS INCREASED TO \$3,956,220.00. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 95235455

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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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 2005.

County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 95235455

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GRANTOR:

LS & KW, LLC

By: Joseph LaRocco
Joseph LaRocco, Manager of LS & KW, LLC

By: Christopher P. LaRocco
Christopher P. LaRocco, Manager of LS & KW, LLC

By: Eddy G. Soto
Eddy G. Soto, Manager of LS & KW, LLC

X Joseph LaRocco
Joseph LaRocco, Individually

X Christopher P. LaRocco
Christopher P. LaRocco, Individually

X Eddy G. Soto
Eddy G. Soto, Individually

LENDER:

FIRST SUBURBAN NATIONAL BANK

X [Signature]
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

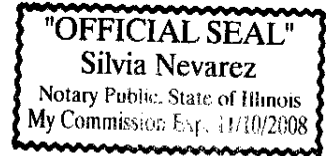
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Loan No: 95235455

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

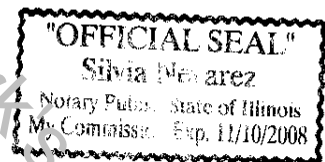


On this 15th day of October, 2005 before me, the undersigned Notary Public, personally appeared **Joseph LaRocco, Manager; Christopher P. LaRocco, Manager; Eddy G. Soto, Manager of LS & KW LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification 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 Silvia Nevarez Residing at Maywood
 Notary Public in and for the State of Illinois
 My commission expires 11-10-08

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **Joseph LaRocco; Christopher P. LaRocco; and Eddy G. Soto**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of October, 20 05
 By Silvia Nevarez Residing at Maywood
 Notary Public in and for the State of Illinois
 My commission expires 11-10-08

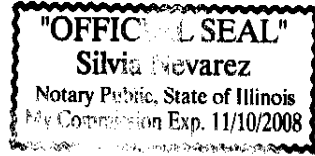
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MODIFICATION OF MORTGAGE (Continued)

Loan No: 95235455

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)



On this 18TH day of October, 2005 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 Silvia Nevarez Residing at Maywood

Notary Public in and for the State of Illinois

My commission expires 11-10-08

Cook County Clerk's Office