

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

NEW CENTURY BANK, an  
Illinois banking corporation  
363 W. Ontario  
Chicago, IL 60610



Doc#: 0617745091 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/26/2006 01:50 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

NEW CENTURY BANK  
363 W. Ontario  
Chicago, IL 60610



**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Techie L. Vargas, Loan Administration Department  
NEW CENTURY BANK  
363 W. ONTARIO  
CHICAGO, IL 60610

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 19, 2006, is made and executed between Victory 2005 LLC, an Illinois limited liability company, whose address is 57 W. Hubbard Street Suite 205, Chicago, IL 60610 (referred to below as "Grantor") and NEW CENTURY BANK, an Illinois banking corporation, whose address is 363 W. Ontario, Chicago, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 6, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on May 11, 2005 as Document No. 0513139067.

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

See Exhibit A for legal description and made hereof, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6412-18 S. Stony Island and 6420 S. Stony Island, Chicago, IL 60637. The Real Property tax identification number is 20-23-217-009-0000 and 20-23-217-010-0000.

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

The principal loan amount is increased from Four Hundred Thousand Dollars (\$400,000.00) to Seven Hundred Eighty Thousand Dollars (\$780,000.00). The maximum lien is increased from Eight Hundred Thousand Dollars (\$800,000.00) to One Million Five Hundred Sixty Thousand Dollars (\$1,560,000.00). All other terms and provisions of the loan documents will remain in full force and effect.

**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

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

Loan No: 9001

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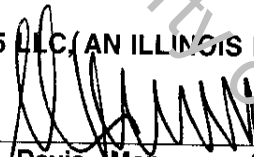
Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall 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 JUNE 19, 2006**

GRANTOR:

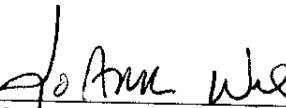
VICTORY 2005 LLC (AN ILLINOIS LIMITED LIABILITY COMPANY)

By:

  
Allison S. Davis, Manager of Victory 2005 LLC, an Illinois  
limited liability company

LENDER:

NEW CENTURY BANK, AN ILLINOIS BANKING CORPORATION

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )

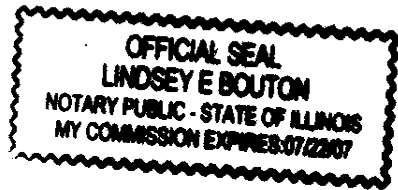
COUNTY OF DUPAGE ) SS  
)

On this 20<sup>th</sup> day of June, 2006 before me, the undersigned Notary Public, personally appeared **Allison S. Davis, Manager of Victory 2005 LLC, an Illinois limited liability company**, 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.

By [Signature]  
Notary Public in and for the State of ILLINOIS

Residing at 363 W. ONTARIO  
CHICAGO, IL 60610

My commission expires 07/22/07



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9001

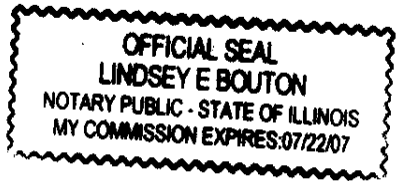
### LENDER ACKNOWLEDGMENT

STATE OF DUPAGE ILLINOIS )  
 COUNTY OF DUPAGE ) SS  
 )

On this 20<sup>TH</sup> day of JUNE, 2006 before me, the undersigned Notary Public, personally appeared ALLISON DAVIS and known to me to be the MANAGER, 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 Lindsey E Bouton Residing at 363 W. ONTARIO CHICAGO IL 60610  
 Notary Public in and for the State of ILLINOIS

My commission expires 07/22/07



COOK County Clerk's Office

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## "Exhibit A"

Legal Description:

PARCEL 1:

LOT 43 (EXCEPT THE WEST 25 FEET THEREOF) AND ALL OF LOT 44 IN ROBERTSON'S SUBDIVISION OF THE NORTH 25.25 ACRES OF THAT PART LYING EAST OF THE ILLINOIS CENTRAL RAILROAD OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 47 IN ROBERTSON'S SUBDIVISION OF THE NORTH 25.25 ACRES OF THAT PART LYING EAST OF THE ILLINOIS CENTRAL RAILROAD OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin Number: 20-23-217-009 Vol. No. 260.: (Affects Parcel 1)  
20-23-217-010 Vol. No. 260.: (Affects Parcel 2)

Cook County Clerk's Office