



AFFIDAVIT FOR CERTIFICATION BY PARTY NOT ON ORIGINAL DOCUMENT

STATE OF ILLINOIS }
 } ss.
Cook COUNTY }

I, (print name) The undersigned being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of documents) _____

as executed by (name(s) of party(ies)) Modification of mortgage
Norwood Skow LLC

My relationship to the document is (ex. - Title Company, agent, attorney)
Title Company

I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

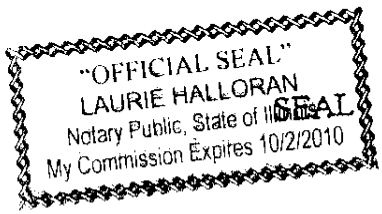
Affiant has personal knowledge that the foregoing statements are true.

[Signature]

11/5/08

Signature _____ Date _____
Subscribed and sworn to before me this 5th day of November 2008

[Signature]
Notary Public



UNOFFICIAL COPY

RECORDATION REQUESTED BY:
 PARKWAY BANK & TRUST
 CO.
 4800 N. HARLEM AVE.
 HARWOOD HEIGHTS, IL
 60706

WHEN RECORDED MAIL TO:
 PARKWAY BANK & TRUST
 CO.
 4800 N. HARLEM AVE.
 HARWOOD HEIGHTS, IL
 60706

SEND TAX NOTICES TO:
 Norwood Skokie LLC an
 Illinois limited liability
 company
 250 South Northwest
 Highway--Suite 300
 Park Ridge, IL 60068

FOR RECORDER'S USE ONLY

8269828 lot 1 m

This Modification of Mortgage prepared by:
 Samuel L. Pappas
 Parkway Bank & Trust Company
 4800 N. Harlem Ave.
 Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 25, 2006, is made and executed between Norwood Skokie LLC (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 26, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

FIRST CONSTRUCTION MORTGAGE DATED APRIL 26, 2005 RECORDED AS DOCUMENT #0513303021 ON MAY 13, 2005, AND ASSIGNMENT OF RENTS DATED APRIL 26, 2005 RECORDED AS DOCUMENT #0513303022 ON MAY 13, 2005.

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

See the exhibit or other description document 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 8200 Lincoln Avenue, Skokie, IL 60077. The Real Property tax identification number is part of 10-21-407-021-8001, 10-21-407-021-8002, 10-21-407-021-8003.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED SEPTEMBER 25, 2006 IN THE PRINCIPAL FACE AMOUNT OF \$4,241,281.85

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 106408-11

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(TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED APRIL 26, 2005 IN THE PRINCIPAL FACE AMOUNT OF \$7,947,000.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. EXCEPT AS PROVIDED HEREUNDER AND IN THE NEW PROMISSORY NOTE, ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

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.

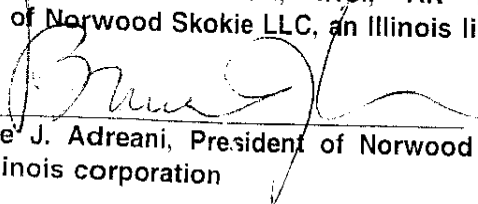
PARTIAL RELEASES. Partial releases of the Property (condominium units) shall be permitted provided, (1) no continuing default or Event of Default exists under the Loan or any Related Documents thereto, and (2) Lender has received not less than 90% of net sales proceeds (meaning gross proceeds less reasonable closing fees, costs, title charges, and related items) from a permitted sale by Borrower of such Property to a bona fide third party purchaser (unrelated and unaffiliated with Borrower) for not less than the then current fair market value of such condominium unit, and otherwise upon such terms and conditions which are fair and reasonable and at arm's length. In addition, Lender must have received a copy of the fully executed and enforceable purchase contract thereto (including all attachments/exhibits/riders) applicable to such sale (including a fully executed closing/settlement statement thereto) and such other related documents as reasonably requested by Lender, including a \$50.00 release fee.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 25, 2006.

GRANTOR:

NORWOOD SKOKIE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: NORWOOD CONSTRUCTION, INC., AN ILLINOIS CORPORATION,
Manager of Norwood Skokie LLC, an Illinois limited liability company

By: 
Bruce J. Adreani, President of Norwood Construction, Inc.,
an Illinois corporation

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 106408-11

LENDER:

PARKWAY BANK & TRUST CO.

X 
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

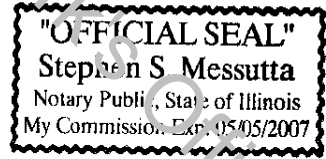
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18th day of October, 2006 before me, the undersigned Notary Public, personally appeared **Bruce J. Adreani, President of Norwood Construction, Inc., an Illinois corporation**, and known to me to be ~~a member of~~ ^{the Manager} ~~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  Residing at Wilmette, IL

Notary Public in and for the State of IL

My commission expires per year →



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 106408-11

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS
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On this 17th day of October, 2006 before me, the undersigned Notary Public, personally appeared David Hyde and known to me to be the Vice Pres., 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 Sandy Auriemma Residing at _____

Notary Public in and for the State of Ill

My commission expires 10/05/09



UNOFFICIAL COPYEXHIBIT
LEGAL DESCRIPTION
OF THE REAL PROPERTY

LOT 1 AND LOT 2 IN LINCOLN- CLEVELAND RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2004 AS DOCUMENT NUMBER 0434110027, EXCEPT THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 73.42 FEET TO A BEND POINT IN SAID EAST LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE AND THE WESTERLY EXTENSION THEREOF, 118.41 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 34 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE 73.42 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 119.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office