### **UNOFFICIAL COPY**

#### **RECORDATION REQUESTED BY:**

RAVENSWOOD BANK. **FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD** LOAN DEPARTMENT 2300 WEST LAWRENCE AVENUE CHICAGO, IL 60625-1914



Doc#: 0634818070 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/14/2006 01:06 PM Pg: 1 of 5

#### WHEN RECORDED MAIL TO:

RAVENSWOOD BANK. FORMERLY KNOWN AS COMMUNITY BANK OF **RAVENSWOOD** LOAN DEPARTMENT 2300 WEST LAWRENCE **AVENUE** CHICAGO, IL 60625-1914

#### SEND TAX NOTICES TO:

RAVENSWOOD BANK. FORMERLY KNOWN AS **COMMUNITY BANK OF RAVENSWOOD** LOAN DEPARTMENT 2300 WEST LAWRENCE **AVENUE** CHICAGO, IL 60625-1914

FOR RECORDER'S USE ONLY

GNT # 02-0463

This Modification of Mortgage prepared by:

Ox Coot County Clark's Office Maribel Velasquez, Loan Officer-Loan Administration **RAVENSWOOD BANK** 2300 WEST LAWRENCE AVENUE CHICAGO, IL 60625-1914

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 4, 2006, is made and executed between DEVELOPMENT BY REAL CONCORD, INC., an Illinois corporation, whose address is 2800 W. Peterson Avenue, Chicago, IL 60659 (referred to below as "Grantor") and RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 4, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded as Document No. 0021339374.

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

LOT 4 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 67.00 FEET) NORTH AND PARALLEL TO

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### MODIFICATION OF MORTGAGE (Continued)

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THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, IN BLOCK 1 IN NIXON AND PRASSAS' LINCOLN AND PETERSON AVENUE ADDITION TO TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THE SOUTH 1/2 OF THE EASTWEST 16.00 FEET VACATED ALLEY LYING NORTH AND ADJOINING LOT 4 AFORESAID.

The Real Property or its address is commonly known as 2800 W. Peterson Avenue, Chicago, IL 60659. The Real Property tax identification number is 13-01-130-028-0000.

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

- i. As of the Date of this Agreement, the unpaid principal balance of "\$720,000.00" in the original Note dated December 4, 2002 is hereby increased to "\$823,258.17". The maturity date, the interest rate, and the payment schedule of the original Note are hereby changed to reflect the changes of the Change in Terms Agreement of even date, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the Promissory Note or agreements. In addition, the "Line of Credit" provision referenced in the original Note is hereby deleted.
- II. All reference in the Mortgage to the principal amount of \$720,000.00 is hereby deleted and substituted in lieu thereof is a corresponding reference to the principal amount of \$823,258.17.
- III. All reference in the Mortgage to the Maximum Lien is hereby deleted and substituted in lieu thereof is the following:

At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security interest of fortgage, exceed \$1,646,516.34.

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, inless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, fiell 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, 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 DECEMBER 4, 2006.

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#### **MODIFICATION OF MORTGAGE** (Continued)

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DE	VELOPMENT BY REAL CONCORD, INC, AN ILLINOIS CORPORATION
By:	2. Dajout
	Eugene S. P. Doport, President of DEVELOPMENT BY REAL
	CONCORD, INC., an Illinois corporation
	$\mathcal{O}_{\mathcal{A}}$
Ву:	
	Ben Boris Schwartz, Secretary of DEVELORMENT BY REAL
	CONCORD, INC., an Illinois corporation

LENDER:

RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF County Clark's Office **RAVENSWOOD** 

**Authorized Signer** 

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# MODIFICATION OF MORTGAGE (Continued)

Page 4 CORPORATE ACKNOWLEDGMENT STATE OF ) ) SS (1001Z COUNTY OF \_ On this day of before me, the undersigned Notary Public, personally appeared Eugene S. Rapoport, President and Ben Boris Schwartz, Secretary of DEVELOPMENT BY NEW CONCORD, INC., an Illinois corporation, and known to me to be authorized agents of the corporation that executes the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the currioration, 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 they are authorized to execute this Modification and in fact executed the Modification on Lata of the corporation. By\_ Residing at Notary Public in and for the State of 10-26-2009 My commission expires \_ NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 10/26/2009 C/ent's Office

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# MODIFICATION OF MORTGAGE (Continued)

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·	LENDER AC	KNOWLEDGMENT
STATE OF	Alinois COOK	_ ) ) SS )
Lender through its that he or she is a	, authorized agent for the Lender distrument to be the free and volunt board of directors or otherwise, for the	before me, the undersigned Notary  (AUGV SEN) and known to me to be the  that executed the within and foregoing instrument and fary act and deed of the said Lender, duly authorized by the se uses and purposes therein mentioned, and on oath stated ment and that the seal affixed is the corporate seal of said
By (	and for the State of	Residing at
	ASER PRO Landing, Ver. 5.33.00.004 Copr. Harland Financial Solutiona, Inc. 1987, 2005	
		C/7'S OFFICE