

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660



Doc#: 0636346085 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2006 12:22 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660

**SEND TAX NOTICES TO:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660

FOR RECORDER'S USE ONLY

*R11 836 204*

This Modification of Mortgage prepared by:

LOAN #313335  
Broadway Bank  
5960 N Broadway  
Chicago, IL 60660

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 30, 2006, is made and executed between 3110 RACINE LLC, a Limited Liability Company, whose address is 5206 N. SHERIDAN ROAD, CHICAGO, IL 60640 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 28, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED ON JANUARY 31, 2005 AS DOCUMENT NUMBER 0503150161 IN THE COOK COUNTY RECORDER OF DEEDS.**

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

LOT 356 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, AND 7 AND THE NORTH QUARTER OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE OF THE NORTHWEST 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 3110 N. RACINE AVE., CHICAGO, IL 60657. The Real Property tax identification number is 14-29-107-032-0000.

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

**INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$2,400,000.00.**

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:

1.) THE MONTHLY PAYMENT DATE HAS BEEN CHANGED FROM THE 10TH OF EACH MONTH TO THE 30TH EACH MONTH.

# UNOFFICIAL COPY

Authorized Signer

X  
*[Signature]*

BROADWAY BANK

LENDER:

By: *[Signature]*  
K. CHARLES KOPLEY, MEMBER/MANAGER of 3110 RACINE LLC

By: *[Signature]*  
K. NICHOLAS KOPLEY, MEMBER/MANAGER of 3110 RACINE LLC

3110 RACINE LLC

GRANTOR:

OCTOBER 30, 2006.

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

LENDER'S RIGHT TO ASSIGN: Lender may assign, negotiate, pledge or otherwise hypothecate this Agreement or any of its rights and security hereunder, including the Note and other Loan Documents to any bank, participant, financial institution, or any other person or entity and in case of such assignment, Borrower will accord full recognition thereto and agree that all rights and remedies of Lender in connection with the interest so assigned shall be enforceable against Borrower by such bank, participant, financial institution or any other person or entity with the same force and effect and to the same extent as the same would have been enforceable by Lender but for such assignment.

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.

- 3.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.
- 2.) THE MATURITY DATE HAS BEEN EXTENDED TO OCTOBER 30, 2007.

Loan No: 313335

MODIFICATION OF MORTGAGE (Continued)

Property of Cook County, Illinois

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 313335

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

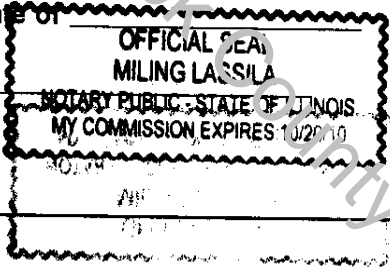
STATE OF ILLINOIS )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30th day of OCTOBER, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **K. NICHOLAS KOPLEY, MEMBER/MANAGER; K. CHARLES KOPLEY, MEMBER/MANAGER** of **3110 RACINE 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 *[Signature]* Residing at ILLINOIS

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

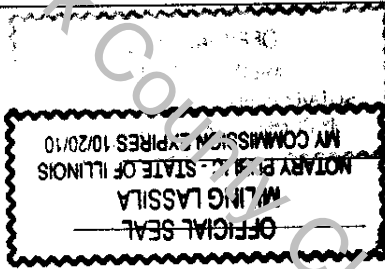


Clerk's Office

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

LASER PRO Lending, Inc. 533 0004 Copy, Hardwood Financial Solutions, Inc. 1887, 2006. All Rights Reserved. NOTARY PUBLIC PLUG 001 FC TR 1487



My commission expires \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

By \_\_\_\_\_

Residing at \_\_\_\_\_

*Illinois*

Lender.

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.

On this 20th day of October, 2006, before me, the undersigned Notary Public, personally appeared ANTHONY D'ARISTO and known to me to be the VICE-PRES. authorized agent for the Lender that executed the within and foregoing instrument and

COUNTY OF \_\_\_\_\_

*Cook*

STATE OF \_\_\_\_\_

*Illinois*

)  
) SS  
)

## LENDER ACKNOWLEDGMENT