

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

LASALLE BANK NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603



Doc#: 0710731002 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/17/2007 09:16 AM Pg: 1 of 5

798082 9360
WHEN RECORDED MAIL TO:

LASALLE BANK NATIONAL
ASSOCIATION
ATTN: Commercial Collateral
Control
4747 West Irving Park Road
Chicago, IL 60641



SEND TAX NOTICES TO:

LASALLE BANK NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Trina Bramlett/Meg Compton
LASALLE BANK NATIONAL ASSOCIATION
135 S. LASALLE STREET, SUITE 1407
CHICAGO, IL 60603

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 13, 2007, is made and executed between S & Z Winchester LLC, whose address is 1051 W. Columbia, Chicago, IL 60626 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 18, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

(i) that certain Mortgage dated as of December 18, 2006 (the "Mortgage") executed by S & Z Winchester LLC ("Grantor") for the benefit of LaSalle Bank National Association ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on March 12, 2007 as document no. 0707115103, and (ii) that certain Assignment of Rents of even date therewith (the "Assignment") executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on March 12, 2007 as document no. 0707115104.

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

UNITS 4646-1, 4646-2, 4646-3, 4654-G, AND 4656-2, IN THE TERRACES OF WINCHESTER CONDOMINIUM AS DEINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN RESUBDIVISION OF LOTS 1, 2, AND 3 (EXCEPT THE SOUTH 4.58 FEET OF LOT 3) IN BLOCK 4 IN RAVENSWOOD IN PART OF SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SV
PS
SA
M
CA

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

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WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0600319035 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4646, 4654 & 4656 N. Winchester Avenue, Chicago, IL 60626. The Real Property tax identification number is 14-18-206-008-0000.

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

The definition of "Note" set forth in the Mortgage and the Assignment is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of February 13, 2007 in the original principal amount of \$500,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,000,000.00.

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 endorser 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 FEBRUARY 13, 2007.

GRANTOR:

S & Z WINCHESTER LLC

By: _____
James Stengel, Manager of S & Z Winchester LLC

By:  _____
Peter Znika, Jr., Manager of S & Z Winchester LLC

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

Page 2

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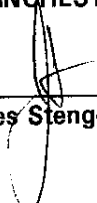
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GRANTOR:

S & Z WINCHESTER LLC

By: 
James Stengel, Manager of S & Z Winchester LLC

By: 
Peter Znika, Jr., Manager of S & Z Winchester LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

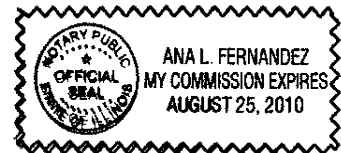
x *M. Mompota*
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF *Illinois*)

COUNTY OF *Cook*)

)
) SS
)



On this *1* day of *March*, *2007* before me, the undersigned Notary Public, personally appeared **James Stengel, Manager and Peter Znika, Jr., Manager of S & Z Winchester 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 *Ana L. Fernandez* Residing at *1747 W. Irving Pk. Rd*

Notary Public in and for the State of *Illinois*

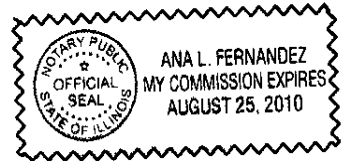
My commission expires *8/25/10*

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)



On this 7th day of March, 2007 before me, the undersigned Notary Public, personally appeared Meg Compton and known to me to be the First V.P. 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 Ana L. Fernandez Residing at 4747 W. Irving Pk. Rd

Notary Public in and for the State of Illinois

My commission expires 8/25/10

Cook County Clerk's Office