

# UNOFFICIAL COPY



Doc#: 0711049103 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/20/2007 03:41 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Clare C. Hane, Documentation Specialist  
Harris N.A./BLST  
311 W. Monroe St., 6th Floor  
Chicago, IL 60606-4684

## MODIFICATION OF MORTGAGE

670827B  
THIS MODIFICATION OF MORTGAGE dated April 11, 2007, is made and executed between 1841-45 N. Orchard, LLC, an Illinois limited liability company, whose address is 2324 N. Wayne Avenue, Chicago, IL 60614 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 10, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on March 17, 2006 as Document #0607655012 and Document #0607655013 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

THE WEST 1/2 OF LOT 7 (EXCEPT PART FOR ALLEY) IN ASSESSOR'S SUBDIVISION OF LOT 13 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, 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 1841 N. Orchard Street, Chicago, IL 60614. The Real Property tax identification number is 14-33-302-158-1001, 14-33-302-158-1002, 14-33-302-158-1003, 14-33-302-158-1004, 14-33-302-158-1005, 14-33-302-158-1006, 14-33-302-158-1007, and 14-33-302-158-1008.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated April 11, 2007 in the original principal amount of \$3,902,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and (2) at no time shall the

FREEDOM TITLE CORP.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 295088

Page 2

principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$3,902,000.00.

**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 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 APRIL 11, 2007.**

**GRANTOR:**

1841-45 N. ORCHARD, LLC



By: \_\_\_\_\_

Andrew Hershoff, Manager of 1841-45 N. Orchard, LLC

**LENDER:**

**HARRIS N.A.**



X \_\_\_\_\_

Authorized Signer

County of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 295088

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF DuPage )

On this 11th day of April, 2007 before me, the undersigned Notary Public, personally appeared **Andrew Hershoff, Manager of 1841-45 N. Orchard, LLC**, 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 Mary Jane Zoltek Residing at Medinah IL

Notary Public in and for the State of IL

My commission expires 4-2-2008



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 295088

Page 4

### LENDER ACKNOWLEDGMENT

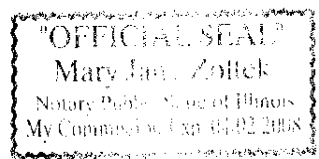
STATE OF IL )  
 ) SS  
 COUNTY OF Dallas )

On this 11<sup>th</sup> day of April, 2007 before me, the undersigned Notary Public, personally appeared Jon Khile and known to me to be the VP, 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 Maria Jane Zoltek Residing at Madison, IL

Notary Public in and for the State of IL

My commission expires 4-22-08



PROPERTY OF COOK COUNTY CLERK'S OFFICE