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Doc#: 0713039058 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/10/2007 11:18 AM Pg: 1 of 5

WHEN RECORDED MAIL TO: RAVENSWOOD BANK LOAN SERVICING DEPT. 2300 W. LAWRENCE AVENUE CHICAGO, IL 60625-1914

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: DZENITA KRVAVAC, LOAN SPECIALIST **RAVENSWOOD BANK** 2300 WEST LAWRENCE AVENUE CHICAGO, IL 60625-1914

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 4, 2007, is made and executed between 2605 W. North Avenue LLC, an Illinois limited liability company, whose address is 2117 W. Moffat Street, Chicago, IL 60647 (referred to below as "Grantor") and RAVENSWCOD PANK, 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 March 1, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on April 13, 2006 as Document Number 0610331026 together with a certain Assignment of Rents dated March 31, 2006 recorded in the Office of Recorder of Deeds on April 13, 2006 as Document Number 0610331027.

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

#### PARCEL 1:

THE WEST 25 FEET OF THE EAST 75 FEET OF LOT 1 (EXCEPT THE NORTH 17 FEET THEREOF) AND WEST 25 FEET OF THE EAST 75 FEET OF LOT 2, 3, 4, 5 IN BLOCK 1 IN H. M. THOMPSONS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 01, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 50 FEET OF LOTS 1, 2, 3, 4 AND 5 (EXCEPTING THE NORTH 17 FEET OF SAID LOT 1 TAKEN FOR STREET) IN BLOCK 1 IN H. M. THOMPSONS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2605-2607 W. North Avenue, Chicago, 11 60647 Real Property tax identification number is 16-01-203-023-0000 and 16-01-203-024-0000.

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# MODIFICATION OF MORTGAGE (Continued)

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

- I. The principal amount of \$592,000.00 in the original Promissory Note dated March 31, 2006 is hereby increased to \$651,000.00 and the maturity date is hereby extended to reflect 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. The outstanding principal balance under the Promissory Note as of the date of this agreement is \$592,000.00.
- II. All reference in the Mortgage to the principal amount of \$592,000.00 is hereby deleted and substituted in lieu thereof is a corresponding reference to the principal amount of \$651,000.00.
- 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 Mortgage, exceed \$1,302,000.00.

IV. The following Future Advances paragraph is hereby made part hereof:

In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$651,000.00.

CONTINUING VALIDITY. Except as expressly reculified 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 hable 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 4, 2007.

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

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**GRANTOR:** 

2605 W. NORTH AVENUE LLC, AN ILLINOIS LIMITED LIABILITY **COMPANY** 

J. PAUL GROUP, IMC., AN ILLINOIS CORPORATION, Member of 2605 W. North Avenue LLC, an Illinois limited liability company

By:

resident of J. Paul Group, Inc., an Illinois Thomas/J. Coot County Clart's Office

corporation

LENDER:

**RAVENSWOOD BANK** 

**Authorized Signer** 

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF	)
COUNTY OF	) \$\$ )
Public, personally appeared Thomas J. Arey, President	f the limited liability company, by authority of statute, its uses and purposes therein mentioned, and on oath stated
	My Commission Expires 06/06/2007

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THE OFFICE

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

Page 5 LENDER ACKNOWLEDGMENT STATE OF \_\_\_\_ ) SS COUNTY OF \_\_\_\_ 200 7 before me, the undersigned Notary On this ENALD H and known to me to be the Executive Public, personally appeared\_ , ar incrized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrumen 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 e ecute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at By\_ Notary Public in and for the State of \_ My commission expires \_\_\_ NOTARY PUBLIC STATE OF ILLINOIS Ay Commission Expires 06/06/2007