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Doc#: 0719833017 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2007 07:57 AM 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

F361875 J [initials]

This Modification of Mortgage prepared by:

Robert C. Nelson, Documentation Specialist
Harris N.A./BLST
311 W. Monroe St., 6th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated June 29, 2007, is made and executed between E-Town Community Ventures, LLC, An Illinois Limited Liability Company, whose address is 1020 Church Street, Evanston, IL 60201 (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 9, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on April 9, 2007 as Document #0709935051 and Document #0709935052 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:

LOT 14 (EXCEPT THE NORTH 60 FEET THEREOF AND EXCEPT THE EAST 2 FEET OF THE SOUTH 100 FEET THEREOF) AND LOT 15 (EXCEPT THE NORTH 60 FEET) IN BLOCK 3 IN MERRIL LADD'S SECOND ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1823 Church Street, Evanston, IL 60201. The Real Property tax identification number is 10-13-220-028.

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 June 29, 2007 in the original principal amount of \$550,000.00 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

BOX 288-07

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$550,000.00.

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 JUNE 29, 2007.

GRANTOR:

E-TOWN COMMUNITY VENTURES, LLC

By: 

Daniel Cheifetz, Manager of E-Town Community Ventures, LLC

LENDER:

HARRIS N.A.

X 

Authorized Signer

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MODIFICATION OF MORTGAGE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

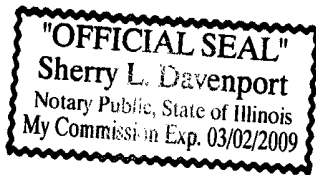
STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 29th day of June, before me, the undersigned Notary Public, personally appeared **Daniel Cheifetz, Manager of E-Town Community Ventures, 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 [Signature] Residing at [Signature]

Notary Public in and for the State of IL

My commission expires 3-2-07



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LENDER ACKNOWLEDGMENT

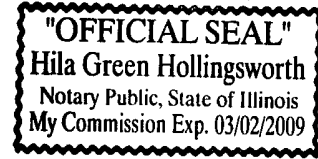
STATE OF IL)
)
 COUNTY OF COCK) SS
)

On this 29th day of June, before me, the undersigned Notary Public, personally appeared Davenport 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 Hila Green Hollingsworth Residing at Evansston

Notary Public in and for the State of IL

My commission expires 3-2-2009



Cook County Clerk's Office