

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



Doc#: 0720431017 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/23/2007 09:56 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

K.Hamb, Credit Administration Dept.  
**MARQUETTE BANK**  
10000 West 151st Street  
Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated July 2, 2007, is made and executed between Warwick 4000, LLC, a Limited Liability Company, whose address is 1332 W. Lake Street, Chicago, IL 60607 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

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

Recorded as Document Number 0611505049 in the Office of the Cook County Recorder of Deeds on April 25, 2006.

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

THE EASTERLY 77 FEET OF EACH OF LOTS 4 AND 5 IN BLOCK 1 IN MERRILL LADD'S ADDITION TO IRVING PARK, A SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS.

The Real Property or its address is commonly known as 4000-4006 West Warwick, Chicago, IL 60641. The Real Property tax identification number is 13-22-218-039-0000 & 13-22-218-040-0000.

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

**MAXIMUM LIEN.** 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 \$1,320,000.00.

This Modification increases the amount of the Promissory Note referenced in the original mortgage from \$646,000.00 to \$660,000.00. This Modification changes the interest rate from a variable interest rate based upon an index to a fixed rate of 7.50% per annum. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. NOTICE: Under no circumstances shall the interest rate on the

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Mortgage be more than the maximum rate allowed by applicable law.

**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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 2, 2007.**

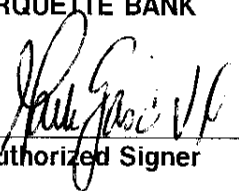
**GRANTOR:**

**WARWICK 4000, LLC**

By:   
Jon W. Kozuch, Manager of Warwick 4000, LLC

**LENDER:**

**MARQUETTE BANK**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 6 day of July, 2007 before me, the undersigned Notary Public, personally appeared **Jon W. Kozuch, Manager of Warwick 4000, 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 Hacker Residing at Marquette Park

Notary Public in and for the State of Illinois

My commission expires 5/16/11



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 6 day of July 2007 before me, the undersigned Notary Public, personally appeared Mary Hacker 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 Mary Hacker Residing at Marquette Park

Notary Public in and for the State of Illinois

My commission expires 5/16/11



Cook County Clerk's Office