

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
PARKWAY BANK & TRUST  
CO.  
4800 N. HARLEM AVE.  
HARWOOD HEIGHTS, IL  
60706



Doc#: 0726949004 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/26/2007 09:28 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
PARKWAY BANK & TRUST  
CO.  
4800 N. HARLEM AVE.  
HARWOOD HEIGHTS, IL  
60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Samuel L. Pappas, Vice President--Attorney  
Parkway Bank & Trust Company  
4800 N. Harlem Ave.  
Harwood Heights, IL 60706

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 10, 2007, is made and executed between 5454 S. Everett, LLC, an Illinois Limited Liability Company, whose address is 6740 North Central Park, Lincolnwood, IL 60712 (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 3, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**FIRST MORTGAGE DATED OCTOBER 3, 2006 RECORDED AS DOCUMENT #0629006099 ON OCTOBER 17, 2006, AND ASSIGNMENT OF RENTS DATED OCTOBER 3, 2006 RECORDED AS DOCUMENT #0629006100 ON OCTOBER 17, 2006.**

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

LOT 18 (EXCEPT THE WEST 8 FEET TAKEN FOR ALLEY) N BLOCK 1 IN EAST END SUBDIVISION OF PARTS OF SECTION 12 AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLNOIS

The Real Property or its address is commonly known as 5454 South Everett, Chicago, IL 60615. The Real Property tax identification number is 20-12-114-021-0000.

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

**IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED SEPTEMBER 10, 2007 IN THE PRINCIPAL FACE AMOUNT OF \$2,742,864.17 (TOGETHER WITH ALL AMENDEMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION**

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(INCLUDING PRINCIPAL AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED OCTOBER 3, 2006 IN THE PRINCIPAL FACE AMOUNT OF \$3,337,000.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY MODIFIED TO \$5,485,728.34. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

**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 SEPTEMBER 10, 2007.**

GRANTOR:

5454 S. EVERETT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: Dan Matis, Manager of 5454 S. Everett, LLC, an Illinois

Limited Liability Company

By: Daniel Crisan, Manager of 5454 S. Everett, LLC, an Illinois

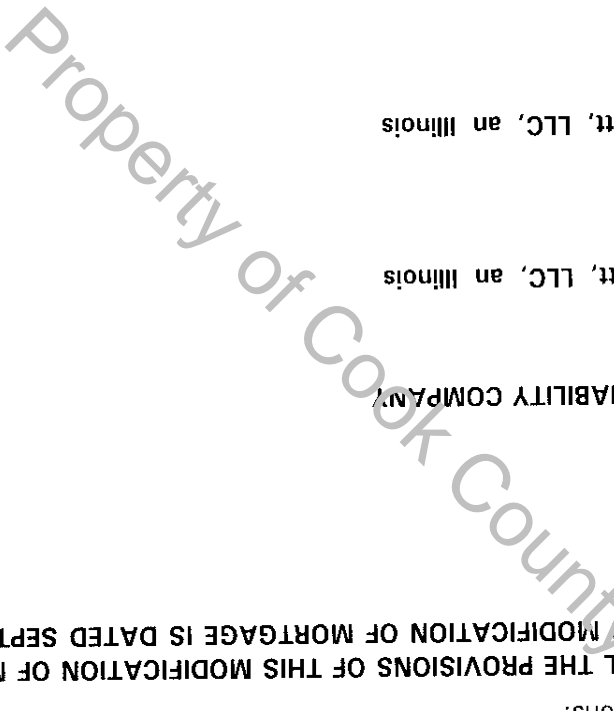
Limited Liability Company

LENDER:

PARKWAY BANK & TRUST CO.

Authorized Signer

X *Shantia Funder*



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 108620-10 MOD

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

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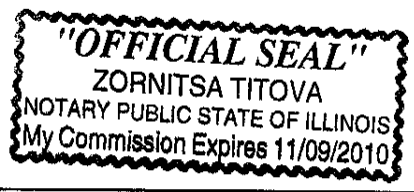
COUNTY OF Cook )

On this 20<sup>th</sup> day of September, 2007 before me, the undersigned Notary Public, personally appeared **Dan Matis , Manager; Daniel Crisan, Manager of 5454 S. Everett, LLC, an Illinois Limited Liability Company**, 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 Zornitsa Titova Residing at 92 Ridge Court Grove

Notary Public in and for the State of Illinois

My commission expires 11-09-2010

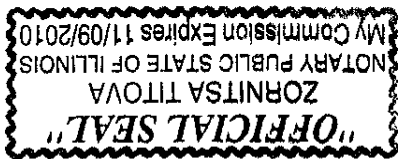


County Clerk's Office

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My commission expires 11-09-2010

Notary Public in and for the State of Illinois

Bernice Torres

Residing at

940 Ridge, Elk Grove, IL

On this 10th day of September, 2007, before me, the undersigned Notary Public, personally appeared Landra Pender 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.

COUNTY OF Cook

STATE OF IL

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) SS  
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## LENDER ACKNOWLEDGMENT