

# UNOFFICIAL COPY

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Doc#: 0729216131 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/19/2007 10:18 AM Pg: 1 of 4

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:  
WANDA ROSARIO, LOAN SPECIALIST  
RAVENSWOOD BANK  
2300 WEST LAWRENCE AVENUE  
CHICAGO, IL 60625-1914

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 2, 2007, is made and executed between 5859 N Glenwood, LLC, an Illinois limited liability company, whose address is 6857 N. Lowell, Lincolnwood, IL 60712 (referred to below as "Grantor") and RAVENSWOOD BANK, 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 August 2, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on August 18, 2006 as Document Number 0623011085 together with a certain Assignment of Rents dated August 2, 2006 recorded in the Office of Recorder of Deeds on August 18, 2006 as Document Number 0623011086.

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

LOTS 32 AND 33 IN BLOCK 2 IN CAIRNDUFF'S ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, 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 5859 N. Glenwood, Chicago, IL 60660. The Real Property tax identification number is 14-05-310-023-0000.

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

The original Promissory Note dated August 2, 2006 for \$852,000.00 is increased to \$1,560,000.00. The maturity date of the Note is hereby extended and the interest rate is hereby adjusted to 7.50% fixed, per annum 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 \$852,000.00

Attorney: J. J. [unclear] [unclear]  
101 [unclear] [unclear] 0400  
Chicago, Illinois 60604  
Admin. Services Department

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(Continued)**

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All reference in the Mortgage to the principal amount of \$852,000.00 is hereby deleted and substituted in lieu thereof is a corresponding reference to the principal amount of \$1,560,000.00.

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 \$3,120,000.00.

**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 AUGUST 2, 2007.**

**GRANTOR:**

**5859 N GLENWOOD, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

By: 

Daniel Tina, Manager/Member of 5859 N Glenwood, LLC, an Illinois limited liability company

**LENDER:**

**RAVENSWOOD BANK**

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

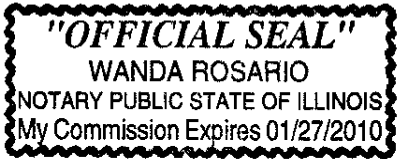
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 2nd day of August, 2007 before me, the undersigned Notary Public, personally appeared **Daniel Tina, Manager/Member of 5859 N Glenwood, LLC, an Illinois limited liability company**, 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 Wanda Rosario Residing at Chicago

Notary Public in and for the State of IL

My commission expires 01/27/2010



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

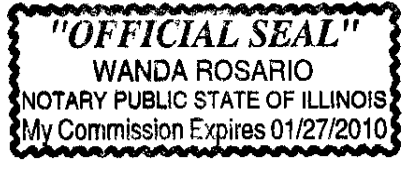
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 2nd day of August, 2007 before me, the undersigned Notary Public, personally appeared Ronald Friedma and known to me to be the Executive Vice President, 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 Wanda Rosario Residing at Chicago

Notary Public in and for the State of IL

My commission expires 01/27/2010



Deputy Clerk of Cook County Clerk's Office