

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0729857067 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/25/2007 11:13 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 October 4, 2007, is made and executed between Holdings 1, LLC, an Illinois Limited Liability Company, whose address is 1032 W. Lake St., 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 October 17, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document Number 0529345016 in the Office of the Cook County Recorder of Deeds.

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

PARCEL 1:

UNIT NO. 3039-1W, 3039-1E, 3039-2E, 3039-3E, 3037-1E, 3037-2E & 3037-3E IN TROY COURTYARD CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 40 (EXCEPT THE NORTH 9.00 FEET THEREOF) IN BLOCK 4 IN WISNER'S SUBDIVISION OF PARTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOT 38 (EXCEPT THE SOUTH 12.00 FEET THEREOF) AND ALL OF LOT 39 IN SAID BLOCK 4 IN SAID ALBERT WISNER'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JULY 24, 2006, AS DOCUMENT NO. 0620534001, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE OWNERSHIP IN SAID PARCEL.

PARCEL 2:

EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACES, A LIMITED COMMON ELEMENT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO RECORDED AS DOCUMENT 0620534001

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

Page 2

The Real Property or its address is commonly known as 3039-1W, 3039-1E, 3039-2E, 3039-3E, 3037-1E, 3037-2E & 3037-3E N. Troy Avenue, Chicago, IL. The Real Property tax identification number is 13-25-113-009-0000.

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

This Modification changes the interest rate from a variable interest rate based upon an Index, to a rate of 7.500% fixed 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 Mortgage be more than the maximum rate all owed 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 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.

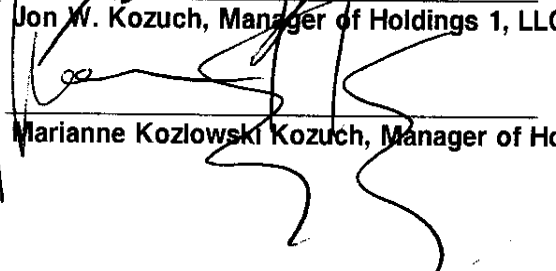
WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS 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 OCTOBER 4, 2007.

GRANTOR:

HOLDINGS 1, LLC

By: 
Jon W. Kozuch, Manager of Holdings 1, LLC

By: 
Marianne Kozlowski Kozuch, Manager of Holdings 1, LLC

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER:

MARQUETTE BANK

X *Bradley B...*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

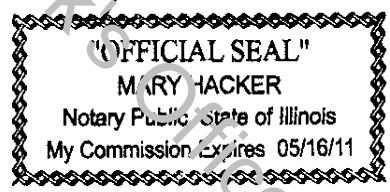
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 12 day of October, 2007 before me, the undersigned Notary Public, personally appeared **Jon W. Kozuch, Manager of Holdings 1, LLC and Marianne Kozlowski Kozuch, Manager of Holdings 1, LLC**, 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 Mary Hacker Residing at Marquette Bank

Notary Public in and for the State of Illinois

My commission expires 5/16/11



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

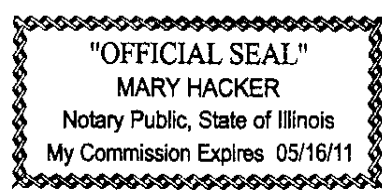
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 12 day of October, 2007 before me, the undersigned Notary Public, personally appeared BRANDON BEUER and known to me to be the COV'L LOAN OFFICER, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE BANK** 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 in fact executed this said instrument on behalf of **MARQUETTE BANK**.

By Mary Hacker Residing at Marquette Bank

Notary Public in and for the State of Illinois

My commission expires 5/16/11



PROPERTY OF COOK COUNTY CLERK'S OFFICE