

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018



Doc#: 0730539060 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/01/2007 11:10 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**SEND TAX NOTICES TO:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

, LN #XXX1XXX11031-19001  
**BANCO POPULAR NORTH AMERICA**  
9600 W. Bryn Mawr  
Rosemont, IL 60018

First American Title Order # 28606A 1 of 1

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 23, 2007, is made and executed between Kingston Apartments LLC, an Illinois Limited Liability Company, whose address is 2756 Monarch Circle, Naperville, IL 60564 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 9600 W. Bryn Mawr, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 10, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated April 10, 2007 and recorded April 16, 2007 in the Office of the Cook County Recorder as Document Numbers 0710622108 and 0710622109.

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

LOT 17 AND THE EAST 32 FEET OF LOT 18 IN HIGH RIDGE BEING A SUBDIVISION OF LOTS 41 TO 52 INCLUSIVE, IN THE FOURTH DIVISION OF SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 7436 S. Kingston, Chicago, IL 60649. The Real Property tax identification number is 21-30-117-010-0000.

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

Effective October 23, 2007, the outstanding indebtedness on the existing Mortgage is hereby increased from \$500,000.00 to \$1,000,000.00. Therefore, all references in the loan documents to \$500,000.00 are

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

Loan No: 19001

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hereby deleted and inserted in lieu thereof are corresponding references to \$1,000,000.00. The Note is further modified to change the interest rate from 7.00% fixed to 6.75% fixed effective October 23, 2007 and to change the fixed principal and interest payment from \$3,361.62 to \$6,525.14 effective with the payment due November 01, 2007. All other terms and conditions 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 OCTOBER 23, 2007.**

**GRANTOR:****KINGSTON APARTMENTS LLC**By: 

Wafeek Aiyash a/k/a Wally Aiyash, Manager of Kingston  
Apartments LLC

**LENDER:****BANCO POPULAR NORTH AMERICA**x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 19001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 25th day of Oct, 2007 before me, the undersigned Notary Public, personally appeared **Wafeek Aiyash a/k/a Wally Aiyash, Manager of Kingston Apartments 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 Sharon M. Scesniak Residing at Rosemont

Notary Public in and for the State of IL

My commission expires 11-18-08



DeKalb County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 19001

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 25th day of October, 2007 before me, the undersigned Notary Public, personally appeared JAMES MULLANEY and known to me to be the SVP, authorized agent for **BANCO POPULAR NORTH AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANCO POPULAR NORTH AMERICA**, duly authorized by **BANCO POPULAR NORTH AMERICA** 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 **BANCO POPULAR NORTH AMERICA**.

By Sharon M. Scesniak Residing at Rosemont

Notary Public in and for the State of IL

My commission expires 11-18-08



Cook County Clerk's Office