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#### RECORDATION REQUESTED BY:

State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

WHEN RECORDED MAIL TO:

State Bank of Countryside

6734 Joliet Road

Countryside, IL 60525

Doc#: 0731040026 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 11/06/2007 10:31 AM Pg: 1 of 4

**SEND TAX NOTICES TO:** 

1409-1447 East 67th Street

LLC

3017 N. Lyndala 2nd Floor

Chicago, IL 60647 2311

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Maryam T. Ngitami State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

C.T.I./CY

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 28 2007, is made and executed between 1409-1447 East 67th Street LLC (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated 07/12/2004 in the amount of \$600,000.00 and recorded on 10/15/2004 as Document # 0428941016.

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

#### PARCEL 1:

LOTS 20, 21, 22 AND 23 IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 256 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 16, 17, 18 AND 19 (EXCEPT THE EAST 0.02 FEET OF LOT 16) IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 256 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 14, 15 AND THE EAST 0.02 FEET OF LOT 16 IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 256 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

BOX 333-67

PARCEL 4:

0731040026 Page: 2 of 4

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#### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 935759099-1 Page 2

LOTS 9, 10, 11, 12 AND 13 IN BLOCK 4 IN BASS SUBDIVISION OF THENORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE EAST 256 FEET THEREOF) OF SECTION 23), TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 4 OF THE BASS' SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, (EXCEPT THE EAST 256 FEET THEREOF) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property of its address is commonly known as 1409-1411, 1429, 1435, 1447 E. 67th Street, 60°37. Chicago, IL The Real Property tax identification number is 20-23-402-004-0000; 20-23-402-005-0000 20-23-402-016-0000; 20-23-402-018-0000; 20-23-402-019-0000; 20-23-402-020-0000.

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

Increasing Loan amount by \$200,000.00 to total of \$800,000.00.

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 abov 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 Lenger 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 ar plie; 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 28, Office 2007.

**GRANTOR:** 

1409-1447 EAST <u>67</u>TH STREET LLC

Aaron, Persaud, Member of, 1409-1447 East 67th Street LLC

Neal Creighton, Member of 1409-1447 East 67th Street LLC

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0731040026 Page: 3 of 4

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#### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 935759099-1 Page 3 LENDER: STATE BANK OF COUNTRYSIDE Authorized Sign a LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF JLLINOIS ) SS **COUNTY OF** day of Octob before me, the undersigned Notary On this Public, personally appeared Aaron Persaud, Member of 1409-1447 East 67th Street LLC and Neal Creighton, Member of 1409-1447 East 67th Street 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 Residing at Notary Public in and for the State of My commission expires Tune 21<sup>st</sup>, 2009 Official Seal Maryam T Ngitami Notary Public State of Illinois My Commission Expires 06/21/2009

0731040026 Page: 4 of 4

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### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 935759099-1 Page 4 LENDER ACKNOWLEDGMENT STATE OF TLLINOLS ) SS Cerk COUNTY OF \_\_\_ day of OCTUBER , 2c07 before me, the undersigned Notary On this Public, personally appeared and known to me to be the , authorized agent for State Bank of Countryside that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of State Bank of Countryside, duly authorized by State Bank of Countryside 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 State Bank of Countryside. Residing at CHICAGO By Notary Public in and for the State of TLUMOUS Official Seal My commission expires Maryam T Ngitami Notary Public State of Illinois My Commission Expires 06/21/2009

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