### **UNOFFICIAL COPY**



Doc#: 0731708320 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/13/2007 09:52 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris N.A./BLST

Attn: Collateral Management

P.O. Box 2880

Chicago, IL 60690-2880

H25151274

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Veatrice Grady, Senior Loan Auministrator Harris N.A.

111 W. Monroe St., 2 East

Chicago, IL 60603

CTIC-HE

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 9, 2007 is made and executed between 4835 Grand, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 11, 2007 as Document #0710133038 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOTS 22, 23 AND 24 (EXCEPT THAT PART OF LOT 24 LYING EAST OF A LINE THAT IS 1.78 FEET WESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 24 AND 1.81 FEET WESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 24) IN BLOCK 1 IN W. W. MARCY'S RESUBDIVISION OF PART OF ROBERTSON'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 SOUTH OF GRAND AVENUE AND EAST OF THE WEST 26.60 CHAINS THEREOF OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1911 AS DOCUMENT NO. 4803483 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4835 W. Grand Avenue, Chicago, IL 60639. The Real Property tax identification number is 13-33-411-024-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated October 8, 2007 in the original principal amount of \$864,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the

0731708320 Page: 2 of 4

## FFICIA

MODIFICATION OF MORTGAGE

Loan No: 299115

(Continued)

Page 2

principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$864,000.00.

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 Lenger 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.

JWLEDGES H.-.
AGREES TO ITS TURN.

Becker, Member / Manager of 4835 Grand, LLC 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 9, 2007.

**GRANTOR:** 

4835\_GRAND, LLC

LENDER:

HARRIS N.A.

0731708320 Page: 3 of 4

# UNOFFICIAL CO MODIFICATION OF MORTGAGE

(Continued) Loan No: 299115 Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF Illino is	)
	) SS
COUNTY OF COOK	)
On this day of October  Public personally appared Robert   Recker Member / 1	before me, the undersigned Notary
Public, personally appeared Robert J. Becker, Member / I a member or designated a jent of the limited liability comacknowledged the Modification to be the free and volun authority of statute, its articles of organization or its opmentioned, and on oath stated that he or she is authorithe Modification on behalf of the limited liability company	npany that executed the Modification of Mortgage and stary act and deed of the limited liability company, by serating agreement, for the uses and purposes therein zed to execute this Modification and in fact executed
By Vestije J. Soon	Residing at
Notary Public in and for the State of Ming 5  My commission expires 68 10.08	OFFICIAL SEAL VEATRICE Y GRADY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/10/08
	TC/O/T/SO

0731708320 Page: 4 of 4

## UNOFFICIAL CO MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 299115

LENDER ACKNOWLEDGMENT	
STATE OFS  COUNTY OF	)
	) SS
COUNTY OF COME	)
acknowledged said instrument to be the free and volume the Lender through its board of directors or otherwi	before me, the undersigned Notary and known to me to be the
LASEA PRO Lending, Ver. 5.33.00.004 Copr. Harland Financial Solutions, Inc. 1	
	C/e/t/s Office