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Doc#: 0734709062 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2007 03:02 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Veatrice Grady, Loan Administration
Harris N.A.
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4684

4373706 MS

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2007, is made and executed between 4454 S. St. Lawrence, 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 September 6, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 13, 2006 as Document #0625653059 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:

THE EAST 2 FEET OF THE SOUTH 71 FEET OF LOT 39 AND THE SOUTH 71 FEET OF LOTS 40, 41 AND 42 IN WIRT D. WALKER'S SUBDIVISION OF LOT 7 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4454 S. St. Lawrence Chicago, Chicago, IL 60653. The Real Property tax identification number is 20-03-409-039-0000.

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 November 5, 2007 in the original principal amount of \$810,200.00 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; and (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$810,200.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 296797

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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 endorser 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 NOVEMBER 5, 2007.

GRANTOR:

4454 S. ST. LAWRENCE, LLC

By: 

Dan K. Mark, Manager of 4454 S. St. Lawrence, LLC

By: 

John P. Lee, Manager of 4454 S. St. Lawrence, LLC

K & J DEVELOPERS CORPORATION, Manager of 4454 S. St. Lawrence, LLC

By: 

Kenneth Jackson, President of K & J Developers Corporation

LENDER:

HARRIS N.A.

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 296797

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

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On this 5th day of November, 2007 before me, the undersigned Notary Public, personally appeared Allison Porter Bell and known to me to be the VP, 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 Veatrice Y. Grady

Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6-10-08



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)
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On this 5th day of November, 2007 before me, the undersigned Notary Public, personally appeared **Dan K. Mark, Manager of 4454 S. St. Lawrence, LLC; John P. Lee, Manager of 4454 S. St. Lawrence, LLC; Kenneth Jackson, President of K & J Developers Corporation**, 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 Veatrice Y. Grady Residing at _____

Notary Public in and for the State of IL

My commission expires 6.10.08



Cook County Clerk's Office