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## **UNOFFICIAL COPY**

#### RECORDATION REQUESTED BY:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

#### WHEN RECORDED MAIL TO:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076



Doc#: 0800733060 Fee: \$30.00 Eugene "Gene!" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 01/07/2008 09:19 AM Pg: 1 of 4

SEND TAX NOTICES TO: 5107 KENMORE, LLC 2711 W HOW, R)

CHICAGO, IL 60545

FOR RECORDER'S USE ONLY

This Modification of Mortgage repared by:

Connic K Gr. Hin 1<sup>st</sup> Equity Bank 3956 W. Dempster Ekokie, IL 60078

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2007, is made and executed between 5107 KENMORE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage Jated April 4, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE MAY 26, 2006 AS DOCUMENT #0614633046 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

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

LOT 6 IN BLOCK 3 IN ARGYLE, A SUBDIVISION INT SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ALL INOIS.

The Real Property or its address is commonly known as 5107 N KENMORE, CHICAGO, L 20640. The Real Property tax identification number is 14-08-402-005-0000.

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

GRANTOR HAS REQUESTED THAT TITLE TO THE PROPERTY BE TRANSFERED FROM CHICAGO TITLE LAND TRUST CO. AS TRUSTEE FOR TRUST NO. 39522 TO 5107 KENMORE LLC (BENEFICIARY OF LAND TRUST), FOR PURPOSE OF SELLING INDIVIDUAL CONDO UNITS.

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



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### **MODIFICATION OF MORTGAGE** (Continued)

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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 15. 2007.

GRANTOR:		
By: JEREM GOLDBERG, Manager of 5197 KENMORE, LLC		
By: SAMUEL BRANDMAN, Manager of 5107 K TNMORE, LLC  By:		
AUREL ARDELEAN, Manager of 5107 KENMORE, LLC LENDER:  1ST FOURTY BANK		
Chan 16 May		
Authorized Signer		

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

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## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Ulinous	)
COUNTY OF	) SS
Manager of 5107 KENWORE, LLC; and AUREL ARI me to be members or designated agents of the li Mortgage and acknowledged the Modification to be company, by authority of statute, its articles of or the statute.	Manager of 5107 KENMORE, LLC; SAMUEL BRANDMAN, DELEAN, Manager of 5107 KENMORE, LLC, and known to imited liability company that executed the Modification of the free and voluntary act and deed of the limited liability organization or its operating agreement, for the uses and they are authorized to execute this Modification and in

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT		
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STATE OF THE WOIS	)	
AI.	) SS	
COUNTY OF COOK		
, authorized are it for 1st Equity Bark acknowledged said instrument to be the free and v. 1st Equity Bank through its board of directors or or	and known to me to be the	
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	Co	