



Doc#: 0807108202 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/11/2008 10:07 AM Pg: 1 of 4

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

H25161367

This Modification of Mortgage prepared by:  
Richard Schrader, Documentation Specialist  
Harris N.A./ BLST  
311 West Monroe, 6th Floor  
Chicago, IL 60690

CTIC-HE

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated February 1, 2008, is made and executed between Foreit Properties LLC, an Illinois limited liability company, whose address is P.O. Box 3347, Munster, IN 46321 (referred to below as "Grantor") and Harris N.A., whose address is 5243 Hohman Avenue, Hammond, IN 46320 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 17, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on April 5, 2006 as Document #0609533170 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:

LOT 44 (EXCEPT THE WEST 4 FEET TAKEN FOR ALLEY) IN WADSWORTH'S ADDITION TO WOODLAWN, BEING A SUBDIVISION OF THE WEST 8 ACRES OF THE EAST 30 ACRES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS 7 AND 8 IN BLOCK 2 AND LOT 10 AND THE WEST 40 FEET OF LOT 11 IN BLOCK 3 OF WOODLAWN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6381 South Greenwood Avenue, Chicago, IL 60637. The Real Property tax identification number is 20-23-106-041-0000.

**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 February 1, 2008 in the original principal amount of \$1,027,764.83 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 principal amount of indebtedness secured by the Mortgage, not including sums advanced to

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 20046880

(Continued)

Page 2

protect the security of the mortgage, exceed the amount of \$1,027,764.83; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Mercantile National Bank of Indiana, its successors and/or assigns;

**Cross-Collateralization**

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**Due on Sale**

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**Waiver of Right of Redemption**

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**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 FEBRUARY 1, 2008.**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 20046880

(Continued)

GRANTOR:

FOREIT PROPERTIES LLC  
 By: *Mark Foreit*  
 Mark Foreit, Manager of Foreit Properties LLC

LENDER:

HARRIS N.A.  
 x *Cynthia Adams*  
 Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

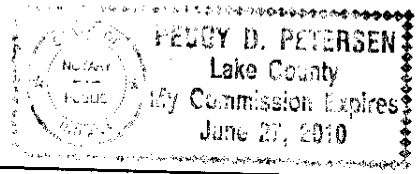
)  
) SS  
)

On this 14th day of February, 2008, before me, the undersigned Notary Public, personally appeared **Mark Foreit, Manager of Foreit Properties 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 \_\_\_\_\_ Residing at Lake

Notary Public in and for the State of Indiana

My commission expires June 27, 2010



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 20046880

### LENDER ACKNOWLEDGMENT

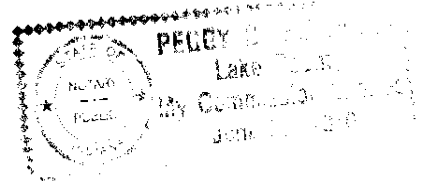
STATE OF Indiana )  
 )  
 ) SS  
 )  
 COUNTY OF Lake )

On this 14th day of February, 2008 before me, the undersigned Notary Public, personally appeared Cynthia E. Colvin and known to me to be the Vice President, 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 [Signature] Residing at Lake

Notary Public in and for the State of Indiana

My commission expires June 27, 2010



PROPERTY OF COOK COUNTY CLERK'S OFFICE