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Doc#: 0808642060 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/26/2008 09:51 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
INTERSTATE BANK  
ATTN: LOAN DEPARTMENT  
15533 S. CICERO AVENUE  
OAK FOREST, IL 60452

8423316/10-09

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Debbie Cassata, Loan Processor (2721410-9001)  
Interstate Bank  
15533 S. Cicero Avenue  
Oak Forest, IL 60452

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 7, 2005, is made and executed between The Fairchild Group, LLC., whose address is 6 W. Hubbard Street, Suite 700, Chicago, IL 60610 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 1854 W. Division Street, Chicago, IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 14, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded December 26, 2007 in the Cook County Recorder of Deeds Office, Document Number 0736033123.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 33 W. Ontario, Unit TH3, Chicago, IL 60610. The Real Property tax identification number is 17-09-234-037-0000.

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

**Principal Increase to an amount not to exceed \$200,000.00.**

**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

BOX 334 CT

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Loan No: 2721410-9001

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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 MARCH 7, 2008.**

GRANTOR:

THE FAIRCHILD GROUP, LLC

By:



Samuel F. Grossman, Manager of The Fairchild Group, LLC.

LENDER:

INTERSTATE BANK



Roberta L. Mitchell  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

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Loan No: 2721410-9001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

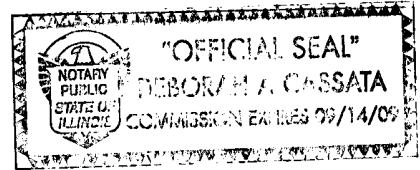
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 7<sup>th</sup> day of March, 2008 before me, the undersigned Notary Public, personally appeared **Samuel F. Grossman, Manager of The Fairchild Group, 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 Deborah A Cassata Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 9-14-09



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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 7 day of March, 2008 before me, the undersigned Notary Public, personally appeared Roberto Mitchell and known to me to be the Asst. Vice President, authorized agent for **INTERSTATE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **INTERSTATE BANK**, duly authorized by **INTERSTATE BANK** 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 **INTERSTATE BANK**.

By Deborah A Cassata Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 9-14-09



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STREET ADDRESS: 33 W. ONTARIO UNIT TH3  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-09-234-037-0000

**LEGAL DESCRIPTION:**

PCL 1:

UNIT NUMBER TH-3 IN THE RESIDENCES AT MILLENNIUM CENTRE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN MILLENNIUM CENTRE SUBDIVISION, BEING A RESUBDIVISION OF ALL OF LOTS 1 THROUGH 16, BOTH INCLUSIVE, IN BLOCK 17 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOGETHER WITH BLOCK 26 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING WEST OF A LINE DRAWN 188.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 26 AFORESAID, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0319510001, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 0319203102.