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Doc#: 0812026190 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2008 03:38 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, Senior Loan Administrator
Harris N.A./BLST
311 W. Monroe St., 6th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 25, 2008, is made and executed between Astoria Plaza, Inc., an Illinois Corporation, whose address is 9923 Ridgeland Avenue, #126, Chicago Ridge, IL 60415 (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 July 3, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 6, 2007 as Document #0718760075 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 11, 12, 13, 14, 15, 16, 17 AND 18 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, AS CONDEMNED FOR WIDENING OF CRAWFORD AVENUE IN CASE 443985 SUPERIOR COURT) IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6430-50 S. Pulaski, Chicago, IL 60629. The Real Property tax identification number is 19-22-215-031-0000; 19-22-215-032-0000; 19-22-215-033-0000; 19-22-215-034-0000; 19-22-215-035-0000; 19-22-215-036-0000; 19-22-215-037-0000 AND 19-22-215-038-0000.

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 April 25, 2008 in the original principal amount of \$2,000,000.00 to Lender bearing

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MODIFICATION OF MORTGAGE

Loan No: 332867

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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.

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 APRIL 25, 2008.

GRANTOR:

ASTORIA PLAZA, INC.

By: 

John Xenos, President of Astoria Plaza, Inc.

LENDER:

HARRIS N.A.

X 

Authorized Signer

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**MODIFICATION OF MORTGAGE
(Continued)**

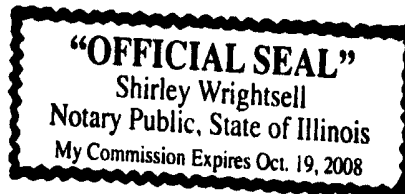
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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

On this 25th day of APRIL, 2008 before me, the undersigned Notary Public, personally appeared **John Xenos, President of Astoria Plaza, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

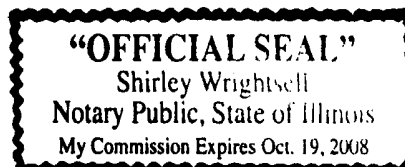
By *Shirley Wrightsell* Residing at _____
Notary Public in and for the State of _____
My commission expires _____

**LENDER ACKNOWLEDGMENT**

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

On this 25th day of APRIL, _____ before me, the undersigned Notary Public, personally appeared GRAY C. DALY 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 *Shirley Wrightsell* Residing at _____
Notary Public in and for the State of _____
My commission expires _____



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