UNOFFICIAL COPY

RECORDATION REQUESTED BY: **CITIZENS BANK & TRUST** CO. OF CHICAGO **5700 N CENTRAL AVE** CHICAGO, IL 60646-6530

WHEN RECORDED MAIL TO: **CITIZENS BANK & TRUST** CO. OF CHICAGO **5700 N CENTRAL AVE** CHICAGO, IL 60646-6530

SEND TAX NOTICES TO: CITIZENS BANK & TRUST CO. OF CHICAGO 5700 N CENTRAL AVE CHICAGO, IL 60646-6535

0819608022 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 07/14/2008 08:14 AM Pg: 1 of 4

This Modification of Mortgage prepared by:

Kathy Michael, Loan Operations (100008242 - AL) CITIZENS BANK & TRUST CO. OF CHICAGO **5700 N CENTRAL AVE** CHICAGO, IL 60646-6530

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 25, 2008, is made and executed between Aboutpadsproperty, LLC, whose address is 230 W. Division St. Unit#905, Chicago, IL 60610 (referred to below as "Grantor") and CITIZENS BANK & TRUST CO. OF CHICAGO, whose address is 5700 N CENTRAL AVE, CHICAGO, IL 60646-6530 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 15, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED MARCH 31, 2006 AS DOCUMENT NUMBER 0609043040 IN COCK COUNTY RECORDER OF DEEDS.

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

LOT 14 IN BLOCK 42, ALSO A STRIP OF LAND LYING WEST OF ADJOINING SAID LOT 14 IN BLOCK 42, 10 FEET IN WIDTH AND 174 1/2 FEET IN DEPTH, ALL IN ROGERS PARK IN SECTIONS 30, 31, AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, **ILLINOIS**

The Real Property or its address is commonly known as 1528 W. Pratt Blvd., Chicago, IL 60626. The Real Property tax identification number is 11-32-120-013-0000.

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

CHANGE IN MANAGERS. ABOUTPADSPROPERTY LLC: MANAGERS: ARTHUR HOLMER AND STEPHEN MULLER

MEMBERS: ARTHUR HOLMER AND STEPHEN MULLER.

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

0819608022 Page: 2 of 4

UNOFFICIAL CO MODIFICATION OF MORTGAGE

Loan No: 100008242

(Continued)

Page 2

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 valver applies not only to any initial extension or modification, but also to all such subsequent actions.

WAIVER OF RIGHT OF REINSTATEMENT. "WAIVER OF RIGHT OF REINSTATEMENT. 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 AS NOW ENACTED OR AS MODIFIED. AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REINSTATEMENT ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REINSTATE THE PROPERTY.".

CROSS COLLATERAL & CROSS DEFAULT . The collateral securing the loan also secures any and all obligations or indebtedness of Borrower to Lender whether now existing or hereafter arising. Default under any other obligations or indebtedness of Borrower to Lender shall also constitute default under the Loan. .

Ms. Olynon Clorks Office GRANTOR ACKNOWLEDGES HAVING REAL ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 23, 2008.

GRANTOR:

ABOUTPADSPROPERTY, LLC	
By:	
Stephen Muller, Wendber of Aboutpadspro	репу, LLC
Arthur Holmer, Manager of Aboutpadspro	perty, LLC
By: Arthur Holmer, Member of Aboutpadspro	perty, LLC
By:	
Stephen Muller, Manager of Aboutpadspro	perty, LLC

0819608022 Page: 3 of 4

Page 3

UNOFFICIAL COPY

Loan No: 100008242

MODIFICATION OF MORTGAGE (Continued)

LENDER: « CITIZENS/BANK & TRUST CO. OF CHICAGO Authorized Signic LIMITED LIABILITY COMPANY ACKNOWLEDGMENT) SS COUNTY OF day of **2001** before me, the undersigned Notary Public, personally appeared Stephen Muller, Member of Aboutpadsproperty, LLC; Arthur Holmer, Manager of Aboutpadsproperty, LLC; Arthur Holmer, Member of Aboutpadsproperty, LLC; and Stephen Muller, Manager of Aboutpadsproperty, LLC, 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. Residing at-Notary Public in and for the State of Tulinois OFFICIAL SEA My commission expires 06/20/ 200 KATARZYNA MICHAE NOTARY PUBLIC - STATE OF ILLIN CIC

0819608022 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 100008242 Page 4 LENDER ACKNOWLEDGMENT STATE OF JULINOIS)) SS COUNTY OF GOOK before me, the undersigned Notary day of _ and known to me to be the VICE PRESIDENT Public, personally appoared , authorized eyent for CITIZENS BANK & TRUST CO. OF CHICAGO that executed the within and foregoing instrument and auxnowledged said instrument to be the free and voluntary act and deed of CITIZENS BANK & TRUST CO. OF CHICAGO, duly authorized by CITIZENS BANK & TRUST CO. OF CHICAGO 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 CITIZENS BANK & TRUST CO. OF CHICAGO. 5700 N. GNIKAL Residing at Notary Public in and for the State of _ OFFICIAL SEAL My commission expires KATARZYNA MICHAEL NOTARY PUBLIC - STATE OF ILLINOIS

LASER PRO Lending, Ver. 5.41.00.004 Copr. Harland Financial Solutions. Inc. 1997, 2008. All Rights Reserved.
- IL C:\LPdist\CFI\LPL\G201.FC TR-1019 PF-CCMREL