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Doc#: 0821155016 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/29/2008 11:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
FIRST CHICAGO BANK &
TRUST
Itasca Branch
1145 N. Arlington Heights
Road
Itasca, IL 60143

REPUBLIC TITLE COMPANY
1941 ROHLWING ROAD
ROLLING MEADOWS, IL 60008

FOR RECORDER'S USE ONLY

RTC 67382

This Modification of Mortgage prepared by:
Virginia Garcia L#112019536
FIRST CHICAGO BANK & TRUST
1145 N. Arlington Heights Road
Itasca, IL 60143

10/1
MODIFICATION OF MORTGAGE



0000000112019536-1074006102003

THIS MODIFICATION OF MORTGAGE dated June 10, 2008, is made and executed between Foxford Construction, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and FIRST CHICAGO BANK & TRUST, whose address is 1145 N. Arlington Heights Road, Itasca, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 15, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded March 17, 2008 in the Cook County Recorder of deeds as Document Numbers 08077550794 and 0807755080.

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

UNIT 101 IN THE 154 WEST HUBBARD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 22, 2007 AS DOCUMENT 0723403000 LOCATED ON THE WEST 23 FEET OF LOT 12 AND ALL OF LOTS 13 AND 14 IN BLOCK 8 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 154 West Hubbard, Unit 101, Chicago, IL 60610.

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The Real Property tax identification number is 17-09-252-014.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$1,040,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means the Change in Terms Agreement ("Agreement") dated 06-10-2008 in the original principal amount of \$1,040,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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 JUNE 10, 2008.

GRANTOR:

FOXFORD CONSTRUCTION, LLC

By: 

Patrick J. O'flaherty, Member of Foxford Construction, LLC

LENDER:

FIRST CHICAGO BANK & TRUST

X 

Authorized Signer

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MODIFICATION OF MORTGAGE
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 23RD day of July, 2008 before me, the undersigned Notary Public, personally appeared **Patrick J. O'flaherty, Member of Foxford Construction, 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 Carmen M. Rosario

Residing at FIRST CHICAGO BANK & TRUST

Notary Public in and for the State of ILLINOIS

My commission expires 7/24/10



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE
(Continued)

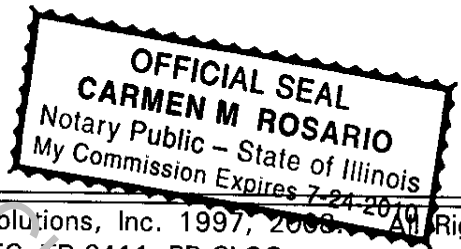
Loan No: 112019536-1

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 23rd day of July, 2008 before me, the undersigned Notary Public, personally appeared DAN ROBINSON and known to me to be the Vice President, authorized agent for **FIRST CHICAGO BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST CHICAGO BANK & TRUST**, duly authorized by **FIRST CHICAGO BANK & TRUST** 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 **FIRST CHICAGO BANK & TRUST**.

By Carmen M. Rosario Residing at First Chicago
BANK & TRUST
 Notary Public in and for the State of ILLINOIS
 My commission expires 7/24/10



Notary Public
 Cook County
 Clerk's Office