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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0826349029 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/19/2008 02:12 PM Pg: 1 of 5

FREEDOM TITLE CORP.
6882812

Property of Cook County Clerk's Office

The property identified as: PIN: 19-12-216-024-0000

Address:

Street: 4926-30 S. Western Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: Ravenswood Bank

Borrower: Westernview II, L.L.C.

Loan / Mortgage Amount: \$867,376.92

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: DF9B03A7-3BCF-413F-B664-3F4367371381

Execution date: 08/28/2008

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WHEN RECORDED MAIL TO:
 RAVENSWOOD BANK
 LOAN SERVICING DEPT.
 2300 W. LAWRENCE AVENUE
 CHICAGO, IL 60625-1914

FREEDOM TIME CORP.

FOR RECORDER'S USE ONLY

FTL# 6882812

This Modification of Mortgage prepared by:
 WANDA ROSARIO, LOAN SPECIALIST
 RAVENSWOOD BANK
 2300 WEST LAWRENCE AVENUE
 CHICAGO, IL 60625-1914

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 23, 2008, is made and executed between WESTERNVIEW II, L.L.C., an Illinois limited liability company, whose address is 3931 N. Dickens Avenue, Chicago, IL 60647 (referred to below as "Grantor") and RAVENSWOOD BANK, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 19, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on May 31, 2006 as Document Number 0615135396 together with a certain Assignment of Rents dated May 19, 2006 recorded in the Office of Recorder of Deeds on May 31, 2006 as Document Number 0615135397.

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

LOTS 7, 8 AND 9 IN BLOCK 1 IN W.H. RAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND TRUNK RAILROADS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4926-30 S. Western Avenue, Chicago, IL 60609. The Real Property tax identification number is 19-12-216-024-0000; 19-12-216-025-0000; 19-12-216-026-00000.

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

As of the date of this agreement, the maturity date, the interest rate, the interest floor rate and the Partial Releases provision of the Promissory Note dated May 19, 2006, in the original principal amount of \$2,240,000.00 from Borrower to Lender, are hereby amended to reflect changes of the Change In Terms Agreement of even date, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the promissory note or agreements.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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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 JULY 23, 2008.

GRANTOR:

WESTERVIEW II, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

By:

Igor Krivoruchko
Igor Krivoruchko, Member of WESTERVIEW II, L.L.C., an
Illinois limited liability company

LENDER:

RAVENSWOOD BANK

x Michael Oshemski
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

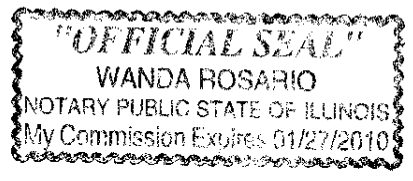
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 15th day of August, 2008 before me, the undersigned Notary Public, personally appeared **Igor Krivoruchko, Member of WESTERVIEW II, L.L.C., an Illinois limited liability company**, 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 Wanda Rosario Residing at Chicago

Notary Public in and for the State of IL

My commission expires 01/27/2010



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

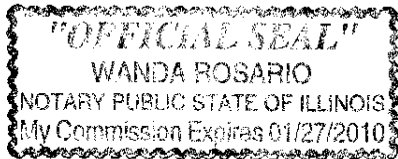
STATE OF IL)
)
) SS
 COUNTY OF Cook)
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On this 08 day of August, 2008 before me, the undersigned Notary Public, personally appeared Michael Horvath and known to me to be the Loan Vice President, authorized agent for **RAVENSWOOD BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **RAVENSWOOD BANK**, duly authorized by **RAVENSWOOD 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 **RAVENSWOOD BANK**.

By Wanda Rosario Residing at Chicago

Notary Public in and for the State of IL

My commission expires 01/27/2010



Notary Public of Cook County Clerk's Office