

# UNOFFICIAL COPY



Doc#: 0828349060 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/09/2008 03:15 PM Pg: 1 of 4

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

FOR RECORDER'S USE ONLY

FTL#682791

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 June 26, 2003, is made and executed between Azteca Real Estate Investors Corporation, an Illinois corporation, whose address is 1432 W. Huron Street, Chicago, IL 60622 (referred to below as "Grantor") and RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD, 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 June 26, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on July 8, 2003 as Document Number 0318949186, modified by a Modification of Mortgage dated June 26, 2004 and recorded in the Office of Recorder of Deeds on September 21, 2004 as Document Number 0426549178 and modified again by a Modification of Mortgage dated June 26, 2005 and recorded in the Office of Recorder of Deeds on August 22, 2005 as Document Number 0523455039 together with a certain Assignment of Rents dated June 26, 2003 recorded in the Office of Recorder of Deeds on July 8, 2003 as Document Number 0318949187.

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

LOTS 12 AND 13 IN BLOCK 2 IN P.S. BARBER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5115 S. Laflin Street, Chicago, IL 60609. The Real Property tax identification number is 20-08-302-008-0000 & 20-08-302-009-0000.

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

The outstanding principal balance of \$283,585.68 in the original Promissory Note dated June 26, 2003 for \$225,000.00 from Borrower to Lender, is hereby increased to \$288,085.68, the maturity date is hereby

FREEDOM FIVE CORP.

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(Continued)**

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extended, the interest rate is hereby adjusted and the repayment schedule reamortized 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.

**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.

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$590,000.00.

**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 26, 2008.**

**GRANTOR:**

**AZTECA REAL ESTATE INVESTORS CORPORATION, AN ILLINOIS CORPORATION**

By: 

Joel Guzman, President of Azteca Real Estate Investors Corporation, an Illinois corporation

**LENDER:**

**RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD**

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### CORPORATE ACKNOWLEDGMENT

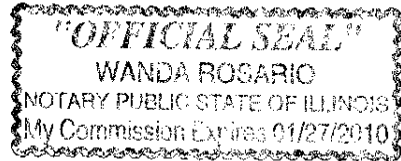
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 26<sup>th</sup> day of August, 2008 before me, the undersigned Notary Public, personally appeared **Joel Guzman, President of Azteca Real Estate Investors Corporation, an Illinois corporation**, 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 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

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 5th day of August, 2008 before me, the undersigned Notary Public, personally appeared Amelia Santos and known to me to be the Vice President, authorized agent for **RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD**, duly authorized by **RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD** 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, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD**.

By Wanda Rosario Residing at Chicago

Notary Public in and for the State of IL

My commission expires 01/27/2010

