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0902122019

Doc#: 0902122019 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/21/2009 09:41 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

First DuPage Bank
520 N. Cass Avenue
Westmont, IL 60559

WHEN RECORDED MAIL TO:

First DuPage Bank
520 N. Cass Avenue
Westmont, IL 60559

SEND TAX NOTICES TO:

Province, L.L.C.
2004 W. Webster Avenue
Chicago, IL 60614

FOR RECORDER'S USE ONLY

ACCOM
2063216 MTRBY 2 of 2
This Modification of Mortgage prepared by:

Judith A. Kelsch, Senior Vice President
First DuPage Bank
520 N. Cass Avenue
Westmont, IL 60559

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 23, 2008, is made and executed between Province, L.L.C. (referred to below as "Grantor") and First DuPage Bank, whose address is 520 N. Cass Avenue, Westmont, IL 60559 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 10, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

January 12, 2007 in Cook County as document number 0701241053.

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

LOT 84 IN BLOCK 40 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2014 N. Wolcott, Chicago, IL 60614. The Real Property tax identification number is 14-31-214-037-0000.

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

The principal amount of the Promissory Note secured by this Mortgage has been increased to \$6,500,000.00 effective January 28, 2008.

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 endorser 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

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MODIFICATION OF MORTGAGE (Continued)

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 JANUARY 23, 2008.

GRANTOR:

PROVINCE, L.L.C.

By:


William M. Senne, Manager of Province, L.L.C.

LENDER:

FIRST DUPAGE BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

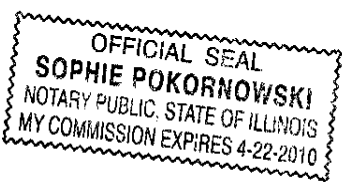
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 25 day of JANUARY, 2008 before me, the undersigned Notary Public, personally appeared **William M. Senne, Manager of Province, L.L.C.**, 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 Sophie Pokornowski Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4-22-2010



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 29th day of January, 2008 before me, the undersigned Notary Public, personally appeared DEAN LAWRENCE and known to me to be the EVP, authorized agent for **First DuPage Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First DuPage Bank**, duly authorized by **First DuPage 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 **First DuPage Bank**.

By Lorraine M. Pintozzi Residing at DuPage, IL

Notary Public in and for the State of IL

My commission expires 07-15-10

