

# UNOFFICIAL COPY



Doc#: 0903511073 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/04/2009 12:23 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 1, 2008, is made and executed between Donzell Starks and Alisa A. Starks, husband and wife, whose address is 6826 South Euclid, Chicago, Illinois 60649-1510 (referred to below as "Grantor") and Greenwich Investors XXIV, LLC., a Delaware limited liability company, whose address is 559 San Ysidro Rd., Suite I, Santa Barbara, CA 93108, as successor to The Northern Trust Company (referred to below as "Lender").

**WHEREAS**, Lender has made to Grantor that certain mortgage loan in the original principal amount of \$186,480.55 evidenced by a Promissory Note dated July 9, 1998 (the "Loan") secured by a Mortgage dated July 9, 1998 recorded in Cook County, State of Illinois on October 10, 1998 as document number 98894626 (the "Mortgage").

**WHEREAS**, the Mortgage encumbers the real property commonly known as: 6826 South Euclid, Chicago, Illinois 60649-1510 with tax identification numbers is 20-24-314-014-0000 and 20-24-314-015-0000 and legally described as follows:

### LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

**WHEREAS**, Grantor and Lender have engaged each other in ongoing discussions pertaining to various loans between Grantor and Lender and have reached certain agreements as specifically set forth in the Loan Agreement of even date herewith.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with reference to the foregoing Recitals (which are, by this reference, incorporated herein), Lender and Grantor hereby modify the Mortgage as follows:

1. All references to lender, mortgagee or secured party in the Mortgage shall now be deemed to refer to and include Greenwich Investors XXIV, LLC., its successors and assigns..

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2. The definition of Note on Page 2 of the Mortgage is deleted in its entirety and replaced as follows: The word "Note" means the Consolidated Note dated February 1, 2008, in the original principal amount of \$609,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Consolidated Note. The interest rate on the Consolidated Note is fixed at 8.00% per annum. The Default interest rate under the Consolidated Note is 13.0% per annum.

3. The last sentence of the definition of Indebtedness on Page 2 of the Mortgage is deleted in its entirety.

4. The term to maturity of the Loan is extended to January 31, 2010.

5. The terms of the Loan are more fully modified as set forth in the Consolidated Note and by the terms of that certain Loan Modification Agreement each of even date herewith. Except as so amended, 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:

BY: 

BY: 

LENDER:

Greenwich Investors XXIV, LLC

BY: 

Authorized Signatory

**DENNIS E. CARLTON**

MANAGING DIRECTOR/GENERAL COUNSEL

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## EXHIBIT A

LOTS 6 AND 7 IN BLOCK 7 IN JACKSON PARK HIGHLANDS A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL PROPERTY ADDRESS: 6826 SOUTH EUCLID AVENUE, CHICAGO, IL 60649

REAL PROPERTY IDENTIFICATION NUMBERS:

20-24-314-014-0000 AND 20-24-314-015-0000

Property of Cook County Clerk's Office

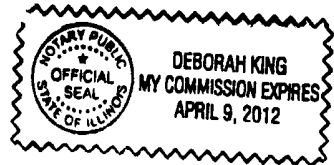
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## GRANTOR ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
  )  
COUNTY OF Cook     )   SS.

On this 31 day of July, 2008 before me, the undersigned Notary Public, personally appeared Alisa Starks, Denzell Starks personally known to me or satisfactorily proven to be the same person whose name is subscribed to this Modification of Mortgage and who acknowledged the Modification of Mortgage was signed as their free and voluntary act, for the uses and purposes therein set forth.

By Deborah King  
Notary Public in and for the State of Illinois  
My commission expires \_\_\_\_\_



\_\_\_\_\_

Property of Cook County Clerk's Office

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara }

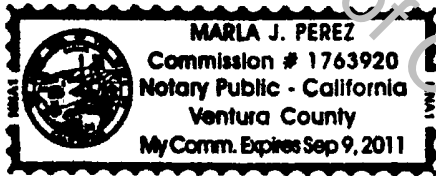
On 1-23-09 before me, Marla J Perez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dennis E. Carlton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Marla J. Perez  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Mortgage Modification

Document Date: Feb 1, 2008 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

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