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Doc#: 0907242036 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2009 10:17 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
70 West Madison
Suite 200
Chicago, IL 60602-4202

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company
70 West Madison
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

3FJ Construction, Inc., an
Illinois Corporation
4801 S. Ashland
Chicago, IL 60609

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by
The PrivateBank and Trust Company
70 West Madison, Suite 200
Chicago, IL 60602

MODIFICATION OF MORTGAGE A00197464J

THIS MODIFICATION OF MORTGAGE dated January 31, 2009, is made and executed between 3FJ Construction, Inc., an Illinois corporation (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 70 West Madison, Suite 200, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 2007 (the "Mortgage").

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

LOT 33 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, 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 2423 N. Janssen Avenue, Chicago, IL 60614. The Real Property tax identification number is 14-29-320-015-0000.

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

The definition of the word "Note", on page 12 of the original Mortgage, is hereby modified to include both of the Promissory Notes dated October 31, 2007 in the Principal amount of \$1,452,500.00 from Borrower to Lender and Promissory Note dated October 31, 2007 in the original Principal amount of \$620,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes 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

BOX 333-CTI

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MODIFICATION OF MORTGAGE

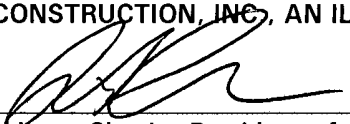
(Continued)

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 JANUARY 31, 2009.

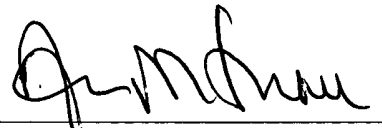

GRANTOR:

3FJ CONSTRUCTION, INC., AN ILLINOIS CORPORATION

By: 
Robert Chavin, President of 3FJ Construction, Inc., an Illinois Corporation

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x 
Authorized Signer 

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

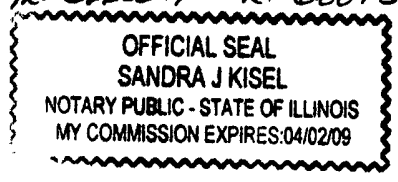
STATE OF IL)
)
 COUNTY OF DeKalb) SS
)

On this 26th day of February, 2009 before me, the undersigned Notary Public, personally appeared **Robert Chavin, President of 3FJ Construction, Inc., 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 [Signature] Residing at [Signature] Bank and Trust Co.
920 S. Duquesne Rd.
Sk. Pease, IL 60045

Notary Public in and for the State of IL

My commission expires 04.02.2009



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Will



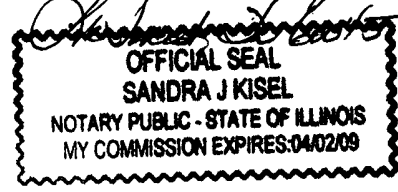
On this 20th day of February, 2009 before me, the undersigned Notary Public, personally appeared Alan M. Chubb and known to me to be the Managing Director, authorized agent for **The PrivateBank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **The PrivateBank and Trust Company**, duly authorized by **The PrivateBank and Trust Company** 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 **The PrivateBank and Trust Company**.

By Sandra J. Kisel

Residing at The PrivateBank and Trust Co

Notary Public in and for the State of IL

My commission expires 04.02.2009



Notary Public of Cook County Clerk's Office