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Doc#: 0911249069 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 04/22/2009 12:29 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

This Modification of Mortgage prepared by:
DZENITA CERKIC, LOAN OFFICER-LOAN ADMINISTRATION
RAVENSWOOD BANK
2300 WEST LAWRENCE AVENUE

CHICAGO, IL 60625-1914

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 8, 2009 is made and executed between Halsted 2142, L.L.C., an Illinois limited liability company, whose address is 2020 N. Hoyne, 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 Jul 2, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on July 10, 2007 as Cocument Number 0719141148 together with a certain Assignment of Rents dated July 3, 2007 recorded in the Office of Recorder of Deeds on July 10, 2007 as Document Number 0719141149.

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

LOT 7 IN BLOCK 1 IN CUSHMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 32, 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 2142 N. Halsted Street, Chicago, IL 60614. The Real Property tax identification number is 14-32-220-027-0000.

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

I. The principal amount of \$3,920,000.00 in the original Promissory Note dated July 3, 2007, as modified, is hereby increased to \$3,955,499.51, the maturity date is hereby extended and the interest rate is hereby adjusted 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. The outstanding principal balance under the Promissory Note as of the date of this agreement is \$2,928,288.54.

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#### **MODIFICATION OF MORTGAGE** (Continued)

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- ii. All reference in the Mortgage to the principal amount of \$3,920,000.00 is hereby deleted and substituted in lieu thereof is a corresponding reference to the principal amount of \$3,955,499.51.
- III. All reference in the Mortgage to the Maximum Lien is hereby deleted and substituted in lieu thereof is the following:

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 \$7,910,999.02.

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 andorser, 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 vic diffication 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 ...
JANUARY 8, 2009.

GRANTOR:

HALSTED 2142, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY.

Manager of Halsted 2142, L.L.C., an MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED

**RAVENSWOOD BANK** 

Authorized Signe

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# MODIFICATION OF MORTGAGE (Continued)

Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF ) SS COUNTY OF MARCH 2007 before me, the undersigned Notary On this day of Public, personally appeared Michael J. Williamson, Manager of Halsted 2142, L.L.C., an Illinois limited liability company, and known in 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 or 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\_ Residing at Notary Public in and for the State of 00.00.2012 My commission expires NOTARY PUBLIC - STATE OF ILLINOIS 2012 Clorks Office

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## MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT STATE OF ) ) SS Cook COUNTY OF ) 2007 before me, the undersigned Notary On this Remark H. FRIEDMAND known to me to be the Frecume V.P. Public, personally appraired , authorized egent for RAVENSWOOD BANK that executed the within and foregoing instrument and acknowledged said instrumget 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 RAVENSWOCD BANK. By\_ Residing at \_ Notary Public in and for the State of My commission expires \_

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