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Doc#: 0911249070 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
2300 WEST 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

FL 6882959

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 8, 2009, is made and executed between Ratko Musikic, whose address is 1620 N. Wood, Chicago, IL 60622 (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 February 7, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on April 22, 2008 as Document Number 0811349068 together with a certain Assignment of Rents dated February 7, 2008 recorded in the Office of Recorder of Deeds on April 22, 2008 as Document Number 0811349069.

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

PARCEL 1: THAT PART OF LOT 16 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 16, 5 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL TO THE WEST LINE OF SAID LOT 16, 32.56 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG THE NORTHWESTERLY LINE AND WESTERLY LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING; ALSO ALL OF LOTS 17 AND 18, ALL IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2: LOT 16 EXCEPT THE PART THEREOF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, 32.56 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG THE WESTERLY AND WESTERLY LINES OF SAID LOT TO THE PLACE OF BEGINNING; IN CHARLES H. KUSEL'S SECOND

FREEDOM TITLE CORP.

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SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 20, 1916 AS DOCUMENT NO. 5914109 (EXCEPTING THAT PART OF SAID LAND TAKEN FOR OPENING OF ST. LOUIS AVENUE), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 12 TO 15 INCLUSIVE IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3515-23 W. Grand Avenue, Chicago, IL 60651. The Real Property tax identification number is 16-02-403-003-0000; 16-02-403-004-0000 and 16-02-403-005-0000.

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.
- 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 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 8, 2009.

GRANTOR

X



 Ratko Musikic

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

RAVENSWOOD BANK

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Ratko Musikic**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

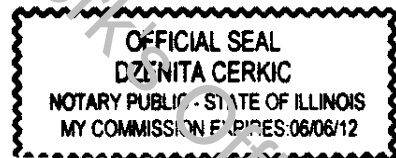
Given under my hand and official seal this 16th day of MARCH, 20 09

By [Signature]

Residing at SKOKIE

Notary Public in and for the State of IL

My commission expires 06-06-2012



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 16TH day of MARCH, 2009 before me, the undersigned Notary Public, personally appeared RONALD H. FRIEDMAN and known to me to be the EXECUTIVE V.P., authorized agent for **RAVENSWOOD BANK** that executed the within and foregoing instrument and acknowledged said instrument 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 **RAVENSWOOD BANK**.

By [Signature] Residing at SEAKIE

Notary Public in and for the State of IL

My commission expires 06.06.2012

