

UNOFFICIAL COPY



Doc#: 0913945109 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2009 02:25 PM Pg: 1 of 5

RECORDATION REQUESTED BY:

American Enterprise Bank
600 N. Buffalo Grove
Buffalo Grove, IL 60089

WHEN RECORDED MAIL TO:

American Enterprise Bank
600 N. Buffalo Grove
Buffalo Grove, IL 60089

SEND TAX NOTICES TO:

5347-48 S CALUMET, LLC
6900 S. STONEY ISLAND
CHICAGO, IL 60649

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
DIANA JIMENEZ, LOAN OPERATIONS
American Enterprise Bank
600 N. Buffalo Grove
Buffalo Grove, IL 60089

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 21, 2008, is made and executed between 5347-48 S CALUMET, LLC, whose address is 6900 S. STONEY ISLAND, CHICAGO, IL 60649 (referred to below as "Grantor") and American Enterprise Bank, whose address is 600 N. Buffalo Grove, Buffalo Grove, IL 60089 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

document number 0717803130 recorded on 06/27/2007 in the Cook County Recorder of Deed's Office.

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

THE SOUTH 7 FEET OF LOT 9 AND THE NORTH 43 FEET OF LOT 10 IN SUBDIVISION OF BLOCK 6 (EXCEPT THE SOUTH 300 FEET OF THE EAST 180 FEET THEREOF) IN JENNINGS AND MOFFETT'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5347-49 S. CALUMET, CHICAGO, IL 60615. The Real Property tax identification number is 20-10-313-009-0000.

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

Reduce principal to \$623,000. Mortgage does not mature until underlying note is paid in full.

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,

1 exp.
8451561 KCE
Title No Absent

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 88816429001

Page 2

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 JUNE 21, 2014.

GRANTOR:


5347-48 S CALUMET, LLC

By: 

ANIS ELAHI, Member of 5347-48 S CALUMET, LLC

LENDER:

AMERICAN ENTERPRISE BANK

x  VP
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 88816429001

Page 2

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 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 JUNE 21, 2008.

GRANTOR:

5347-48 S CALUMET, LLC

By: _____
ANIS ELAHI, Member of 5347-48 S CALUMET, LLC

LENDER:

AMERICAN ENTERPRISE BANK

x Ronald J. Beran VP
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 88816429001

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

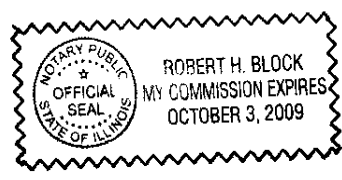
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 14TH day of MAY, 2009 before me, the undersigned Notary Public, personally appeared **ANIS ELAHI, Member of 5347-48 S CALUMET, LLC**, 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 *[Signature]* Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 10/3/09



County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 88816429001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

On this 19th day of May, 2009 before me, the undersigned Notary Public, personally appeared Ronald Belaw and known to me to be the Vice President, authorized agent for **American Enterprise Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Enterprise Bank**, duly authorized by **American Enterprise 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 **American Enterprise Bank**.

By Patricia L Schrader Residing at 1000 W Geneva Rd. Woodstock, IL 60187

Notary Public in and for the State of Illinois

My commission expires 7/20/2009



County Clerk's Office