

# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
American Chartered Bank  
955 National Parkway  
Suite 60  
Schaumburg, IL 60173

Doc#: 0918933053 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/08/2009 10:29 AM Pg: 1 of 4

401-82640622

This Modification of Mortgage prepared by:  
American Chartered Bank  
1199 East Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 11, 2009, is made and executed between IT2K Development, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage date December 11, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 24, 2008 as Document #0808435019 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOTS 8 AND 9 IN THE RESUBDIVISION OF LOTS 154 TO 158 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1341-1343 North Sedgwick Street, Chicago, IL 60610-1818. The Real Property tax identification number is 17-04-212-023-0000.

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

This Modification of Mortgage reflects the following:

- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to **\$4,580,000.00**;
- (2) 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 **\$4,580,000.00**.

**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

BOX 333-CT

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(Continued)**

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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.

**ADDITIONAL LIENS.** Grantor shall not transfer, pledge, mortgage, encumber or otherwise permit the Property to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Mortgage, without the prior written consent of Lender. This includes security interest even if junior in right to the security interest granted under this Mortgage. Additionally, if Grantor is a land trust, corporation, limited liability company or general or limited partnership, Grantor shall not, transfer, convey, mortgage, pledge, encumber, assign or grant a lien or any other interest, license or lease, whether voluntary or involuntary, of all or any portion of the direct or indirect legal or beneficial ownership of, or any interest in Grantor, including any agreement to transfer or cede to another person any voting, management or approval rights, or any other rights, appurtenant to any such legal or beneficial ownership or other interest. Specifically, this paragraph is intended to prohibit any pledge or assignment, directly or indirectly, of a controlling interest in Grantor or its general partner, controlling limited partner or controlling member for purposes of securing so called "mezzanine" indebtedness.

**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 11, 2009.**

GRANTOR:

IT2K DEVELOPMENT, LLC

By: 

Tomislav Pavic, Manager of IT2K Development, LLC

LENDER:

AMERICAN CHARTERED BANK

X 

Authorized Signer

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

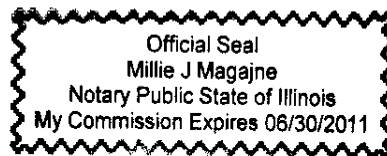
STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 11th day of June, 2009 before me, the undersigned Notary Public, personally appeared **Tomislav Pavic, Manager of IT2K Development, 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 Millie J Magajne Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires 6-30-11



Cook County Clerk's Office

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 COUNTY OF Cook ) SS

On this 11th day of June, 2009 before me, the undersigned Notary Public, personally appeared Jennifer Roths and known to me to be the Comm. banking officer, authorized agent for **American Chartered Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Chartered Bank**, duly authorized by **American Chartered 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 Chartered Bank**.

By Millie J Magajne Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires 6-30-11



Cook County Clerk's Office