

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

R1198037  
**CTIC-HE**

Report Mortgage Fraud  
800-532-8785



Doc#: 0919808057 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/17/2009 02:37 PM Pg: 1 of 5

The property identified as: PIN: 14-19-231-031-0000

**Address:**

**Street:** 3618 N. Marshfield

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60614

**Lender:** Hinsdale Bank and Trust Company

**Borrower:** Winick Property Development LLC

**Loan / Mortgage Amount:** \$645,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 7770 et seq. because it consists of more than 4 units.

**Certificate number:** 531705B5-36E6-4E62-A989-918B1F6A32DC

**Execution date:** 06/25/2009

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**RECORDATION REQUESTED BY:**

HINSDALE BANK & TRUST  
CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521

**WHEN RECORDED MAIL TO:**

HINSDALE BANK & TRUST  
CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521

**SEND TAX NOTICES TO:**

HINSDALE BANK & TRUST  
CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Mary Ann Pienta 280042617-1  
HINSDALE BANK & TRUST CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521



**HINSDALE BANK**  
& TRUST COMPANY

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 15, 2009, is made and executed between Winick Property Development, LLC (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 26, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Document No. 0335040026.**

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

**PARCEL1:**

LOT 64 AND THE SOUTH 1/2 OF LOT 63 IN FRANK NOWAK'S SUBDIVISION OF BLOCK 26 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3618 N. Marshfield, Chicago, IL 60614. The Real Property tax identification number is 14-19-231-031-0000.

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

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

**Increase Principal to \$645,000.00.**

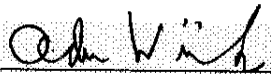
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict 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 JUNE 15, 2009.**

**GRANTOR:**


**WINICK PROPERTY DEVELOPMENT, LLC**

**ICM PROPERTIES, INC., Manager of Winick Property Development, LLC**

By:   
**Adrian Winick, President of ICM Properties, Inc.**

**WINICK PROPERTY DEVELOPMENT LIMITED PARTNERSHIP, Member of Winick Property Development, LLC**

**ICM PROPERTIES, INC., General Partner of Winick Property Development Limited Partnership**

By:   
**Adrian Winick, President of ICM Properties, Inc.**

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## MODIFICATION OF MORTGAGE

(Continued)

LENDER:

HINSDALE BANK & TRUST CO.

X *Mark Sale*  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

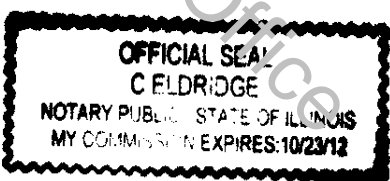
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 26 day of June, 2009 before me, the undersigned Notary Public, personally appeared **Adrian Winick, President of ICM Properties, Inc., Manager of Winick Property Development, LLC and Adrian Winick, President of ICM Properties, Inc., General Partner of Winick Property Development Limited Partnership, Member of Winick Property Development, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *C Eldridge* Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 10/23/12



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

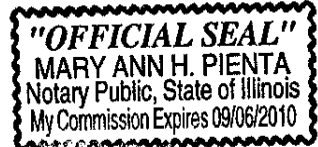
STATE OF Ill )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 2nd day of July, 2009 before me, the undersigned Notary Public, personally appeared MARY HALE and known to me to be the S.E.V.P., authorized agent for **HINSDALE BANK & TRUST CO.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **HINSDALE BANK & TRUST CO.**, duly authorized by **HINSDALE BANK & TRUST CO.** 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 **HINSDALE BANK & TRUST CO.**

By Mary Ann H. Pienta Residing at Ill

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

My commission expires \_\_\_\_\_



COOK County Clerk's Office