

UNOFFICIAL COPY

GIT 9010689 6611
(Recording file)

RECORDATION REQUESTED BY:

Park National Bank, a national
banking association
801 N. Clark
Chicago, IL 60610



0928757062

WHEN RECORDED MAIL TO:

Park National Bank
Norwood Park
6100 North Northwest
Highway
Chicago, IL 60631

Doc#: 0928757062 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/14/2009 10:37 AM Pg: 1 of 5

SEND TAX NOTICES TO:

CJT Holdings LLC
5733 N. West Circle
Chicago, IL 60631

FOR RECORDER'S USE ONLY

GIT (10-609)

This Modification of Mortgage prepared by:

Leona Krasinski, Construction Loan Administrator
Park National Bank, a national banking association
6100 N. Northwest Hwy.
Chicago, IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2009, is made and executed between CJT Holdings LLC, whose address is 5733 N. West Circle, Chicago, IL 60631 (referred to below as "Grantor") and Park National Bank, a national banking association, whose address is 801 N. Clark, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 3, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 12/12/07 in the Cook County Recorder of Deeds office as Document No. 0734634016.

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

SEE ATTACHEMENT EXHIBIT "A" ATTACHED AND MADE APART HEREOF

The Real Property or its address is commonly known as 4039 W. Adams, 4112 W. Adams, 4147 W. Adams, 4442 W. Adams, & 4307 W. Gladys, , Chicago, IL 60624. The Real Property tax identification number is 16-15-215-009-0000 (4039 Adams), 16-15-210-040-0000 (4112 Adams), 16-15-214-005-0000(4147 Adams), 16-15-111-029-0000(4442 Adams), 16-15-220-020-0000(4307 Gladys).

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

Effective the date of this Modification, i) the definition of the word Note is hereby restated in its entirety as follows: the word "Note" shall mean, the Replacement Promissory Note dated August 10, 2009 in the original principal amount of \$157,500.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and ii) the definition of Maximum Lien shall be amended as follows: At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$965,000.00.

5

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 01700362921-01

Page 2

Also, effective the date of this Modification, the additional language is added to the mortgage:

CROSS-COLLATERALIZATION - In addition to the Note, this Mortgage secures the following described additional indebtedness: The Promissory Note dated August 10, 2009 from Borrower to Lender in the original principal amount of \$325,000.00 together with all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender of any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amount may be or hereafter may become barred by an statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 AUGUST 10, 2009.

GRANTOR:

CJT HOLDINGS LLC

By: _____

John P. Gavin, Manager of CJT Holdings LLC

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

X _____

Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 01700362921-01

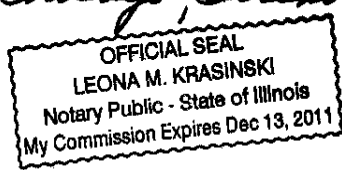
Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10 day of August, 2009 before me, the undersigned Notary Public, personally appeared **John P. Gavin, Manager of CJT Holdings 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 Leona M. Krasinski Residing at 6100 N. Northwest
Chicago, Illinois Hy.
 Notary Public in and for the State of Illinois
 My commission expires 12-13-11



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 01700362921-01

Page 4

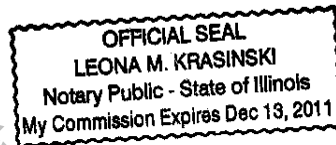
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10 day of August, 2009 before me, the undersigned Notary Public, personally appeared Genoebal Monister and known to me to be the Authorized Signer, authorized agent for **Park National Bank, a national banking association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Park National Bank, a national banking association**, duly authorized by **Park National Bank, a national banking association** 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 **Park National Bank, a national banking association**.

By Leona M. Krasinski Residing at 6100 N. Northwest Hwy
Chicago, Illinois
 Notary Public in and for the State of Illinois

My commission expires 12-13-11



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EXHIBIT "A"

PARCEL 1:

LOT 16 IN BLOCK 8 IN WILLIAM M. DERBY'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A/K/A 4039 W. ADAMS ST., CHICAGO, IL 60624 PIN# 16-15-215-009-0000

PARCEL 2:

LOT 44 IN BLOCK 6 IN WILLIAM M. DERBY SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A/K/A 4112 W. ADAMS ST., CHICAGO, IL 60624 PIN# 16-15-210-040-0000

PARCEL 3:

LOT 31 IN BLOCK 5 IN D.S. PLACES ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A/K/A 4442 W. ADAMS ST., CHICAGO, IL 60024 PIN# 16-15-111-029-0000

PARCEL 4:

LOT 3 IN BLOCK 6 IN GUNDERSON AND GAUGER'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 1 TO 8 INCLUSIVE IN THE PARTITION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART NORTH OF BARRY POINT ROAD OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A/K/A 4307 W. GLADYS, CHICAGO, IL 60624 PIN# 16-15-220-020-0000

PARCEL 5:

LOT 19 IN BLOCK 7 IN W.M. DERBY'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

A/K/A 4147 W ADAMS, CHICAGO, ILLINOIS 60624 PIN#16-15-214-005-0000