

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
CHICAGO COMMUNITY BANK
1110 WEST 35TH STREET
CHICAGO, IL 60609

WHEN RECORDED MAIL TO:
CHICAGO COMMUNITY BANK
1110 WEST 35TH STREET
CHICAGO, IL 60609

SEND TAX NOTICES TO:
CHICAGO COMMUNITY BANK
1110 WEST 35TH STREET
CHICAGO, IL 60609



Doc#: 0930249030 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2009 10:39 AM Pg: 1 of 4

FREEDOM TITLE CORP.

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FTC# 6711744

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2009, is made and executed between Devon Development LLC Series #8 (referred to below as "Grantor") and CHICAGO COMMUNITY BANK, whose address is 1110 WEST 35TH STREET, CHICAGO, IL 60609 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 10, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated 08/10/2009 and recorded 08/26/2009 in the Cook County recorders office as document number 0923849010.

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

THE SOUTH 29 FEET 3 1/2 INCHES OF LOT 13 IN BLOCK 11 IN E.L. BRAHARD'S SUBDIVISION OF TELFORD BURNHAM'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8957 S. Justine St., Chicago, IL 60620. The Real Property tax identification number is 25-05-117-026-0000.

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

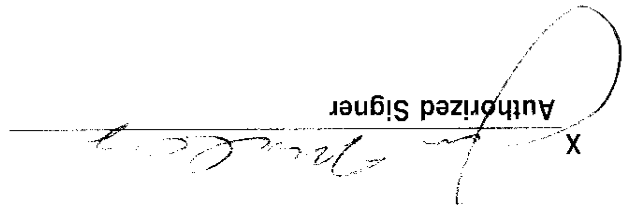
Increase Mortgage to \$97,500.00.

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 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

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Property of Cook County Clerk's Office

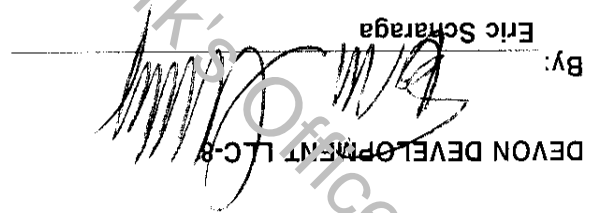
Authorized Signer

 X

CHICAGO COMMUNITY BANK

LENDER:

By: Eric Schraga

 X

DEVON DEVELOPMENT LLC-8

GRANTOR:

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.

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.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 115-5088-0

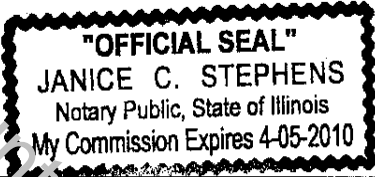
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 16 day of October, 2009 before me, the undersigned Notary Public, personally appeared **Eric Scharaga**, President of **Devon Development LLC-8**, 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 Janice C Stephens Residing at 110 W. 35th St. Chgo. IL 60609
 Notary Public in and for the State of IL
 My commission expires 4-05-2010

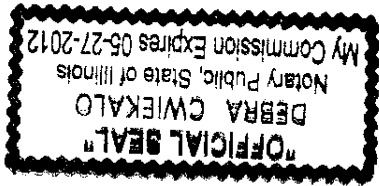


PROPERTY OF COOK COUNTY CLERK'S OFFICE

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My commission expires _____

Notary Public in and for the State of _____

By _____

Residing at 116 W. 35th St, Chicago, IL

On this _____ day of _____, 2009, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ and _____ authorized agent for CHICAGO COMMUNITY BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of CHICAGO COMMUNITY BANK, duly authorized by CHICAGO COMMUNITY 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 CHICAGO COMMUNITY BANK.

COUNTY OF _____

STATE OF _____

)
) SS
)

LENDER ACKNOWLEDGMENT