

# UNOFFICIAL COPY



**WHEN RECORDED MAIL TO:**

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

Doc#: 0930231057 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/29/2009 11:22 AM Pg: 1 of 5

This Modification of Mortgage prepared by:  
Jesus Gonzalez, Documentation Specialist  
Harris N.A.  
111 W. Monroe Street 2 East  
Chicago, IL 60603-4095

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2009, is made and executed between RMK Enterprises of Illinois, Inc., whose address is 1130 Glenview Road, Glenview, IL 60025 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 9, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on June 16, 2006 as Document #0616733165 and Document #0616733166, respectively, in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

THAT PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 17 IN A. MURRAY'S SECOND SUBDIVISION OF 15 ACRES NORTH OF ARCHER AVENUE AND ADJACENT TO HALSTED STREET IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT 19 IN A. MURRY'S SUBDIVISION OF LOTS 15 AND 18 IN SAID MURRAY'S SECOND SUBDIVISION WHICH LIES SOUTHERLY OF AND ADJACENT TO THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AND LOT 2 IN D. KREIGH'S SUBDIVISION OF LAND IN THE SOUTH FRACTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 28 AND LOTS 8, 9 AND 12 IN H.L. STEWARD'S AND OTHERS SUBDIVISION OF LOTS 11 TO 20 IN BLOCK 2 OF SOUTH BRANCH ADDITION TO CHICAGO, BEING SOUTHEAST FRACTION OF THE NORTHWEST 1/4 OF SECTION 28, EXCEPT 15 ACRES FROM THE WEST SIDE AND 8 ACRES FROM THE NORTH END THEREOF TOGETHER WITH THE ALLEYS WHICH THE AFORESAID RAILWAY COMPANY'S OR PREDECESSOR'S WERE GRANTED PERMISSION TO OCCUPY BY ORDINANCE PASSED BY THE CITY COUNCIL OF CHICAGO ON AUGUST 1, 1889 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 27, 1891 AS DOCUMENT 1425765 DESCRIBED AS FOLLOWS:

CG 8345726  
Box 334

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

Loan No: 332433

Page 2

BEGINNING AT A POINT ON THE WEST LINE OF LOT 1 IN AFORESAID A. MURRAY'S SECOND SUBDIVISION 45.09 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 59 DEGREES 52 MINUTES 27 SECONDS EAST A DISTANCE OF 306.66 FEET; THENCE NORTH 78 DEGREES 44 MINUTES 30 SECONDS EAST A DISTANCE OF 153.68 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF SOUTH ARCHER AVENUE, SAID POINT OF INTERSECTION BEING 490.00 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF AFORESAID LOT 1, AS MEASURED ALONG THE NORTHERLY LINE OF SOUTH ARCHER AVENUE; THENCE SOUTH 58 DEGREES 05 MINUTES 34 SECONDS WEST ALONG THE NORTHERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 490.00 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 75.07 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART OF LOT 1 TAKEN FOR THE CITY OF CHICAGO PURSUANT TO CONDEMNATION CASE 87L50785 DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 LYING SOUTHWEST HAVING A RADIUS OF 5.00 FEET, SAID ARC INTERSECTING THE WEST LINE OF SAID LOT 1 AT A POINT 9.50 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1 AND 8.00 FEET NORTHEASTERLY OF SAID SOUTHWEST CORNER AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT 1, ALL COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2488 S. Archer Avenue, Chicago, IL 60608. The Real Property tax identification number is 17-28-111-041-0000, 17-28-111-042-0000, 17-28-111-043-0000, and 17-28-111-044-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a promissory note dated June 9, 2006, in the original principal amount of \$791,892.00 from Borrower to Lender, bearing a fixed interest rate; (2) the promissory note dated September 15, 2009 in the original principal amount of \$650,000.00 from Roger M. Keaton to Lender, bearing a variable interest rate based upon an index; and (3) the promissory note dated April 4, 2008, in the original principal amount of \$376,196.69 from Borrower to Lender, bearing a fixed interest rate; together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or credit agreements; (4) 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 the amount of \$1,239,874.50; and (5) to add the following provision:

**Revolving Line of Credit.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Roger M. Keaton under the Note, but also any future amounts which Lender may advance to Roger M. Keaton under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Roger M. Keaton so long as Roger M. Keaton complies with all the terms of the Note and Related Documents.

**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.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 332433

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2009.

GRANTOR:

RMK ENTERPRISES OF ILLINOIS, INC.

By: \_\_\_\_\_

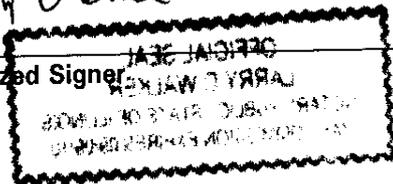
Roger M. Keaton, President/Secretary of RMK Enterprises of Illinois, Inc.

LENDER:

HARRIS N.A.

X

Authorized Signer



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 332433

Page 4

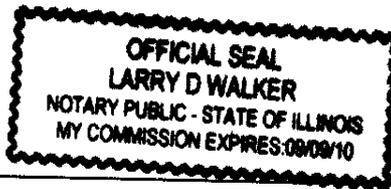
### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 25<sup>th</sup> day of SEPTEMBER, 2009 before me, the undersigned Notary Public, personally appeared **Roger M. Keaton, President/Secretary of RMK Enterprises of Illinois, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

BY Larry D Walker, LARRY D WALKER Residing at 3823 N ASHLAND  
CHICAGO, IL 60613  
 Notary Public in and for the State of ILLINOIS

My commission expires 9/9/10



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 332433

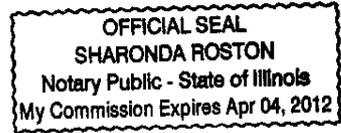
Page 5

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 2 day of October, 2009 before me, the undersigned Notary Public, personally appeared Phillip Greiner and known to me to be the Relationship Manager, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris N.A.** 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 **Harris N.A.**

By Sharonda Roston Residing at 111 W. Monroe  
Chicago, IL 60603  
 Notary Public in and for the State of Illinois  
 My commission expires 04/04/12



PUBLIC OF COOK COUNTY CLERK'S OFFICE