

# UNOFFICIAL COPY



Doc#: 1001316027 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/13/2010 11:33 AM Pg: 1 of 4

THIS INSTRUMENT WAS  
PREPARED BY AND UPON  
RECORDATION RETURN TO:

P. Michael Loftus,  
Loftus & Saltzberg, P.C.  
53 West Jackson Blvd.  
Suite 1515  
Chicago, IL 60604

(Space Above For Recorder's Use)

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE is dated the 31<sup>st</sup> Day of December, 2009 and is by and between 111<sup>th</sup> MOUNT GREENWOOD, an Illinois limited liability company whose address is c/o Interstate Commercial, 1301 W. 22<sup>nd</sup> Street, Oak Brook, Il. 60523, as **Mortgagor** to GEORGE WASHINGTON SAVINGS BANK, an Illinois chartered bank, having an address 14701 S. LaGrange, Orland Park, Il. 60462 ("**Lender**").

WHEREAS, the Lender and Mortgagor have entered into a mortgage dated February 1, 2007 which mortgage has been recorded in the office of the Recorder of Deeds of Cook County, Illinois on February 5, 2007 as document no. 0703602029 (the "Mortgage"); and

WHEREAS, the Mortgage covers the real property commonly known as 111th Street & Spaulding, Chicago Illinois and which property is legally described as follows:

See Exhibit A attached hereto and made a part hereof as if fully set forth herein.

WHEREAS, the Mortgagor and the Lender now desire to modify the Mortgage as more fully set forth herein.

NOW THEREFORE, in accordance with the foregoing recitals and the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and Lender do hereby agree as follows:

1. The Lender and the Mortgagor do hereby modify the Mortgage as follows:
  - a. The maturity date of the Mortgage is hereby extended until May 1, 2010 provided however that the Mortgagor shall have the right to extend the maturity date to November 1, 2010 upon written notice to the Lender.
2. 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. In the event of any inconsistency between the terms and conditions of this Modification and the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control.

Box 400-CTCC

Handwritten notes: H 10/11, SAR 23159, Kouras

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3. 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 secure by the mortgage (the "Note"). It is the intentions of the Lender to retain as liable all parties to the Mortgage and all parties, makers, guarantors and endorsers to the Note, including accommodation makers, unless a party is expressly released by Lender in this writing. Any maker, guarantor 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.

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification as of the day and year first above written.

**BORROWER:**

111<sup>TH</sup> MOUNT GREENWOOD, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF ILLINOIS            )  
   )SS  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of 111<sup>TH</sup> MOUNT GREENWOOD, LLC, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Notary Public

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification as of the day and year first above written.

**BORROWER:**

111<sup>TH</sup> MOUNT GREENWOOD, LLC, an Illinois limited liability company

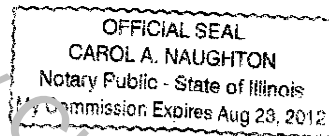
By: *Kevin C. Boyd*  
Name: KEVIN C. BOYD  
Title: MEMBER

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that KEVIN C. BOYD, personally known to me to be the of 111<sup>TH</sup> MOUNT GREENWOOD, LLC, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 6<sup>th</sup> day of JANUARY, 2010.

*Carol A. Naughton*  
Notary Public



Property of Cook County Clerk's Office

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1410 SA2223159 OF  
 STREET ADDRESS: 111TH STREET & SPAULDING  
 CITY: CHICAGO COUNTY: COOK

**LEGAL DESCRIPTION:**

PARCEL 1: LOTS 25 AND 26 IN BLOCK 2 IN GEORGE BRINKMAN'S ADDITION TO MOUNT GREENWOOD, A SUBDIVISION OF BLOCKS 25, 26, 31 AND 32 IN HILLS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 18 THRU 24, BOTH INCLUSIVE, IN BLOCK 2 IN GEORGE BRINKMAN'S ADDITION TO MOUNT GREENWOOD, A SUBDIVISION OF BLOCKS 25, 26, 31 AND 32 IN HILLS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM TAX#  
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