

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
Beverly Bank & Trust  
Company N.A.  
10258 S. Western Avenue  
Chicago, IL 60643

Doc#: 1002734089 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/27/2010 02:12 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
Beverly Bank & Trust  
Company N.A.  
10258 S. Western Avenue  
Chicago, IL 60643

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Cara Hoff, Loan Administrator  
Beverly Bank & Trust Company N.A.  
10258 S. Western Avenue  
Chicago, IL 60643

10027-0039

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2009, is made and executed between Clinton Street Investors L.L.C. (referred to below as "Grantor") and Beverly Bank & Trust Company N.A., whose address is 10258 S. Western Avenue, Chicago, IL 60643 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 25, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE RECORDED OCTOBER 27, 2004 AS DOCUMENT NUMBER 0430102399 AND ASSIGNMENT OF RENTS DATED OCTOBER 25, 2004 AND RECORDED OCTOBER 27, 2004 AS DOCUMENT NUMBER 0430102400 ALL WITH THE COOK COUNTY RECORDER OF DEEDS.**

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

LOTS 7 THROUGH 15 (EXCEPT THE SOUTH 11 FEET OF LOT 15) THE EAST 22.92 FEET OF LOT 34 (EXCEPT THE SOUTH 11 FEET THEREOF) THE EAST 22.92 FEET OF LOTS 35 THROUGH 42; ALL IN BLOCK 14 IN YOST'S SECOND ADDITION TO HARVEY BEING A SUBDIVISION OF THE WEST 3/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART OF THE 16 FOOT WIDE HERETOFORE VACATED NORTH AND SOUTH PUBLIC ALLEY (AS HERETOFORE DEDICATED IN BLOCK 14 IN THE AFORESAID YOST'S SECOND ADDITION TO HARVEY) LYING SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 7 AND LYING NORTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 11 FEET OF LOT 15 IN BLOCK 14 IN YOST'S SECOND ADDITION TO HARVEY ALSO THAT PART OF THE HERETOFORE VACATED 33 FOOT WIDE WEST 1/2 OF CANAL STREET LYING EAST OF AND ADJOINING SAID BLOCK 14 (AS HERETOFORE DEDICATED IN YOST'S SECOND ADDITION TO HARVEY AFORESAID) LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 7 AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 11 FEET OF LOT 15 IN BLOCK 14 IN YOST'S SECOND ADDITION TO HARVEY AFORESAID ALL IN COOK COUNTY, ILLINOIS

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(Continued)**

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The Real Property or its address is commonly known as 16219-16221 Clinton Street, Harvey, IL 60426-5910. The Real Property tax identification number is 29-21-116-005-0000.

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

**THE MATURITY DATE OF THE MORTGAGE IS HEREBY DELETED**

**NOTE.** THE DEFINITION OF THE "NOTE" IS AMENDED TO MEAN THE PROMISSORY NOTE DATED NOVEMBER 5, 2009, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$316,291.28 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. THE INTEREST RATE ON THE NOTE IS 6.125% BASED ON A YEAR OF 360 DAYS. PAYMENTS ON THE NOTE ARE TO BE MADE IN ACCORDANCE WITH THE FOLLOWING PAYMENT SCHEDULE: ONE PRINCIPAL AND INTEREST PAYMENT OF \$2,701.33 ON DECEMBER 5, 2009, WITH INTEREST CALCULATED ON THE UNPAID PRINCIPAL BALANCES AT AN INTEREST RATE OF 6.125% BASED ON A YEAR OF 360 DAYS; 58 MONTHLY CONSECUTIVE PRINCIPAL AND INTEREST PAYMENTS OF \$2,372.37 EACH, BEGINNING JANUARY 5, 2010, WITH INTEREST CALCULATED ON THE UNPAID PRINCIPAL BALANCES AT AN INTEREST RATE OF 6.500% BASED ON A YEAR OF 360 DAYS; AND ONE PRINCIPAL AND INTEREST PAYMENT OF \$273,111.48 ON NOVEMBER 5, 2014, WITH INTEREST CALCULATED ON THE UNPAID PRINCIPAL BALANCES AT AN INTEREST RATE OF 6.500% BASED ON A YEAR OF 360 DAYS. THIS ESTIMATED FINAL PAYMENT IS BASED ON THE ASSUMPTION THAT ALL PAYMENTS WILL BE MADE EXACTLY AS SCHEDULED; THE ACTUAL FINAL PAYMENT WILL BE FOR ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID, TOGETHER WITH ANY OTHER UNPAID AMOUNTS UNDER THE NOTE.

**CROSS-COLLATERALIZATION.** IN ADDITION TO THE NOTE, THE ABOVE MENTIONED MORTGAGE AND THIS MODIFICATION OF MORTGAGE SHALL SECURE ALL OBLIGATIONS, DEBTS AND LIABILITIES, PLUS INTEREST THEREON, OF GRANTOR TO LENDER, OR 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 OTHERWISE, WHETHER DUE OR NOT DUE, DIRECT OR INDIRECT, DETERMINED OR UNDETERMINED, ABSOLUTE OR CONTINGENT, LIQUIDATED 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 AMOUNTS MAY BE OR HEREAFTER MAY BECOME BARRED BY ANY 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 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 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)

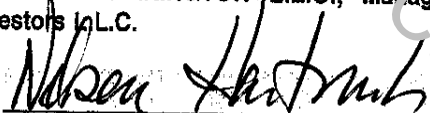
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 2009.

GRANTOR:

CLINTON STREET INVESTORS L.L.C.

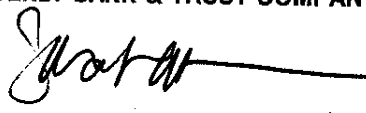
By:   
Jeffrey Locascio, Managing Member of Clinton Street Investors  
L.L.C.

HARRICH-HARRINGTON, L.L.C., Managing Member of Clinton Street  
Investors L.L.C.

By:   
Nelson E. Hartrich, Managing Member of Hartrich Harrington  
L.L.C.

LENDER:

BEVERLY BANK & TRUST COMPANY N.A.

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

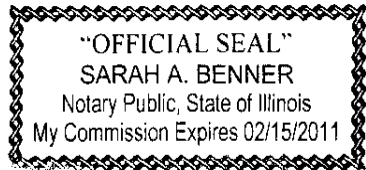
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 2<sup>th</sup> day of November, 2009 before me, the undersigned Notary Public, personally appeared **Jeffrey Locascio, Managing Member of Clinton Street Investors L.L.C. and Nelson E. Hartrich, Managing Member of Hartrich-Harrington L.L.C., Managing Member of Clinton Street Investors L.L.C.**, 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 02/15/2011



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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On this 5<sup>th</sup> day of November, 2009 before me, the undersigned Notary Public, personally appeared Sarah Benner and known to me to be the Loan Officer, authorized agent for **Beverly Bank & Trust Company N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Beverly Bank & Trust Company N.A.**, duly authorized by **Beverly Bank & Trust Company 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 **Beverly Bank & Trust Company N.A.**.

By Tammy L. Biros Residing at 10258 S. Western Ave  
 Notary Public in and for the State of Ill Chicago IL 60643  
 My commission expires 03/12/2011

