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Doc#: 1020431113 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/23/2010 04:13 PM Pg: 1 of 5

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PRO TITLE GROUP, INC

WHEN RECORDED MAIL TO:
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Commercial - 1902044052 (KS)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

PRO TITLE GROUP, INC
15W060 N. FRONTAGE ROAD
BURR RIDGE, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2010, is made and executed between CMHDC Properties, LLC, an Illinois Limited Liability Company, whose address is 200 W. Adams St., Ste. 1710, Chicago, IL 60606 (referred to below as "Grantor") and BankFinancial, F.S.B., whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 25, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED FEBRUARY 25, 2010 AND RECORDED ON MARCH 10, 2010 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBERS 1006946004 & 1006946005 RESPECTIVELY.

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

LOT 1 IN BLOCK 14 IN FIRST ADDITION TO AUBURN HIGHLANDS, BEING HART'S SUBDIVISION OF BLOCKS 11 AND 12 AND THE EAST 1/2 OF BLOCKS 3, 6 AND 10 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1401-1411 W. 80TH St./8000 S. Loomis Blvd., Chicago, IL 60620. The Real Property tax identification number is 20-32-111-018-0000.

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

The Note is amended and restated by a Promissory Note of even date herewith increasing the principal amount from \$2,600,000.00 to \$3,260,000.00 executed by Borrower (the "Amended Note"). As of the date hereof, the Amended Note restates and replaces the Note and is not a repayment or novation of the Note. Any reference to "Note" or words of similar import in any Related Document shall now mean the Promissory Note as amended.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

\$54.00

5 pages

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902044052

Page 2

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.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$6,520,000.00 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

ADDITIONAL RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default hereunder if, without the prior written consent of Lender, Grantor shall contract for, commit to or permit any conveyance, sale assignment, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Real Property or any portion thereof. Lender may condition any consent upon such terms and conditions as it may require in its absolute discretion including, without limitation, an increase in the interest rate under the Note, the payment of a fee and the execution of a subordination agreement acceptable to Lender.

INSURANCE. Throughout the term of this Loan, Borrower shall maintain such insurance as the Lender may, from time to time, require including, without limitation:

1. Fire and Extended Coverage Insurance on each of the 15 Properties for the full insurable value of the improvements and in an amount not less than the cost of replacing the improvements on each Property.
2. Hazard Insurance covering the Properties.
3. Comprehensive, General Liability and Property Damage Insurance in an amount acceptable to the Lender.
4. Loss of Rent for not less than six months.

All policies are to be issued by companies acceptable to Lender and shall contain provisions (a) naming the Lender as Mortgagee and Loss Payee and (b) requiring not less than 30 days written notice to the Lender prior to cancellation.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1902044052

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 JUNE 15, 2010.

GRANTOR:

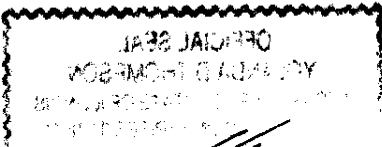
CMHDC PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION, Manager of CMHDC
Properties, LLC, an Illinois Limited Liability Company

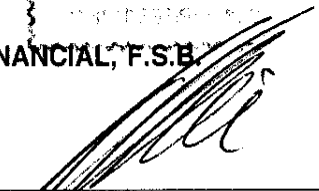
By: 

Rafael Leon, Executive Director of Chicago Metropolitan
Housing Development Corporation, an Illinois Not-For-Profit
Corporation

LENDER:



BANKFINANCIAL, F.S.B.


X _____

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902044052

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

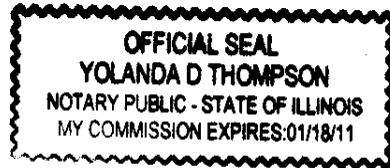
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of June, 2010 before me, the undersigned Notary Public, personally appeared **Rafael Leon, Executive Director of Chicago Metropolitan Housing Development Corporation, an Illinois Not-For-Profit Corporation, Manager of CMHDC Properties, LLC, an Illinois Limited Liability Company**, 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 [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 1/18/2011



PROPOSED
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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1902044052

Page 5

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 15th day of June, 2010 before me, the undersigned Notary Public, personally appeared Ken Sticker and known to me to be the Sr. V.P., authorized agent for **BankFinancial, F.S.B.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BankFinancial, F.S.B.**, duly authorized by **BankFinancial, F.S.B.** 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 **BankFinancial, F.S.B.**.

By Miguel A Hernandez Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 3-9-14



Cook County Clerk's Office