

# UNOFFICIAL COPY



Doc#: 1021718116 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/05/2010 04:30 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Kamm, Shapiro & Demuth, Ltd.  
17 North State Street, Suite 990  
Chicago, Illinois 60602

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Robert M. Kamm  
Kamm, Shapiro & Demuth, Ltd.  
17 North State Street, Suite 990  
Chicago, Illinois 60602

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2010, is made and executed between John Leja, who address is 4630 S. Cottage Grove, Chicago, Illinois 60853 (referred to below as "Grantor") and Harris, N.A., whose address is 111 W. Monroe Street, Chicago, Illinois 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage and Assignment of Rents dated December 27, 2005 (the "Mortgage") which have been recorded in Cook County, State of Illinois, as follows:

Mortgage and an Assignment of Rents recorded on January 3, 2006 as Documents 0600334336 and 06003355337 respectively in 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:

**LOT 22 (EXCEPT THE SOUTH 35 FEET THEREOF) AND ALL OF LOT 23 IN PIERCE'S SHORT ADDITION BEING A RESUBDIVISION OF LOTS 1, 2, 29 AND 20 AND THE EAST ½ OF LOTS 3 AND 38 IN BLOCK 5 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 25, 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 7307-09 S. Oglesby, Chicago, IL. The Real Property tax Identification number is 20-25-220-002-0000.

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This Modification of Mortgage reflects the following: 1) that the above referenced Mortgage and Assignment of Rents now secure (A) a Promissory Note dated December 27, 2005 in the original principal amounts of \$254,100.00 (with a current principal balance of \$227,432.83 from Grantor to Lender maturing December 1, 2010 together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note as well as all other indebtedness of Grantor to Lender as defined in the Mortgage and (B) a Promissory Note from J.L. Construction, Inc. to Lender dated May 21, 2007 in the original principal amount of \$1,025,250 (with a current principal balance of \$404,874.48) which originally matured November 11, 2008 and which was extended to November 11, 2009 and all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions therefore, Grantor a guarantor of the indebtedness of J.L. Construction, Inc. to Lender and a principal thereof, in order to induce Lender to extend the maturity of the J.L. Construction, Inc. loan to December 1, 2010 has entered into this Modification of Mortgage.

2) that 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 \$1,264,664.60

**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 either Promissory Note or other credit agreement secured by the Mortgage (the "Notes"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Notes, including accommodation parties, and Guarantors unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodations parties, guarantors and 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.

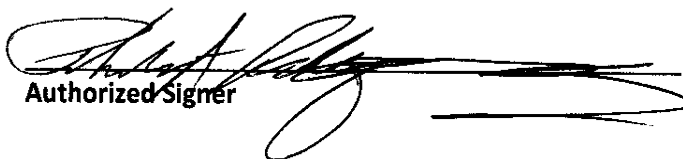
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 28, 2010.**

**GRANTOR:**

  
 \_\_\_\_\_  
 John Leja

**LENDER:**

**HARRIS, N.A.**

  
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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Loan Nos. 291976 and \_\_\_\_\_

### ACKNOWLEDGEMENT

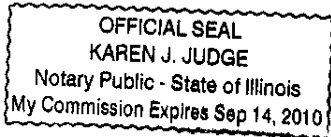
STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK )

On this 28th day of July, 2010, before me, the undersigned Notary Public, personally appeared John Leja, and acknowledged the Modification to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Modification and in fact executed the Modification.

By: Karen J. Judge Residing at Frankfort

Notary Public in and for the State of Illinois.

My commission expires: 09/14/2010



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## MODIFICATION OF MORTGAGE (Continued)

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Loan No. \_\_\_\_\_

### LENDER ACKNOWLEDGEMENT

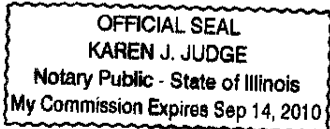
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this 24th day of July, 2010, before me, the undersigned Notary Public, personally appeared Philip Palagan and known to me to be the Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath state that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By: Karen J Judge Residing at Frankfort

Notary Public in and for the State of Illinois.

My commission expires: 09/14/2010



COOK County Clerk's Office