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Doc#: 1033608459 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/02/2010 03:01 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:
Harris N.A./C&CLS
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/02/2010 02:22 PM Pg: 0
FOR RECORDER'S USE ONLY

Property of Cook County Clerk's Office

H25243114

This Modification of Mortgage prepared by:
Meschelle Taylor, Documentation Specialist
Harris N.A./CCLS
311 W. Monroe Street, 6th Floor
Chicago, IL 60606

6
Harris

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 25, 2010, is made and executed between 4805 Retail, LLC, a Delaware limited liability company, whose address is 1030 W Chicago Avenue Ste 300, Chicago, IL 60642 (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 July 22, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on July 22, 2005 as Document # 0520339072 and Document # 0520339073 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:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4805-09 S. Ashland Avenue, Chicago, IL 60609. The Real Property tax identification number is 20-08-108-045-0000.

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 October 25, 2010 in the original principal amount of \$1,398,692.77, 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 Note; (2) 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 \$1,398,692.77; and (3) the following paragraphs are hereby added to the Mortgage:

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MODIFICATION OF MORTGAGE

Loan No: 339196

(Continued)

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Cross-Collateralization

In addition to the Note, this Mortgage secures 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 25, 2010.

GRANTOR:

4805 RETAIL, LLC

By: _____
Douglas Baum, Member of 4805 Retail, LLC

LENDER:

HARRIS N.A.

X _____
Authorized Signer

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

Loan No: 339196

Page 2

Cross-Collateralization

In addition to the Note, this Mortgage secures 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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 25, 2010.

GRANTOR:

4805 RETAIL, LLC

By:



Douglas Baum, Member of 4805 Retail, LLC
LENDER:

HARRIS N.A.

x



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 339196

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

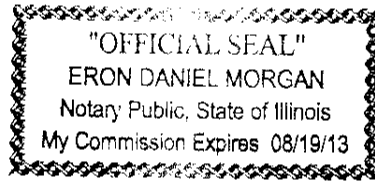
On this 10th day of November, 2010 before me, the undersigned Notary Public, personally appeared **Douglas Baum, Member of 4805 Retail, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification 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 Eron Daniel Morgan

Residing at 3105 W Diversy Ave 1F 60647

Notary Public in and for the State of Illinois

My commission expires 8/19/13



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MODIFICATION OF MORTGAGE

Loan No: 339196

(Continued)

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LENDER ACKNOWLEDGMENT

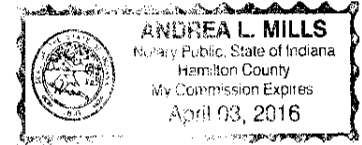
STATE OF Indiana

)

COUNTY OF Marion

) SS

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On this 15th day of November, 2010 before me, the undersigned Notary Public, personally appeared Matt Maher and known to me to be the Vice President, 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 Andrea L. Mills

Residing at 510 S. Harbour Dr. Noblesville

Notary Public in and for the State of Indiana

My commission expires 4/3/16

CLERK'S OFFICE OF COOK COUNTY

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 339196

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Douglas Baum, Member of 4805 Retail, LLC**, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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