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RECORDATION REQUESTED BY:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

Doc#: 1102835131 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2011 02:41 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

Old Republic
Insurance
20 S. Clark
Chicago, IL
312-641-7799

FOR RECORDER'S USE ONLY

09129810

This Modification of Mortgage prepared by:
SS 11059015-57
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

Old Republic
Insurance
20 S. Clark
Chicago, IL
312-641-7799

Old Republic National Title
Insurance Company
20 S. Clark Street, Ste 2000
Chicago, IL 60603
312-641-7799



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2011, is made and executed between HAWTHORN HOLDINGS LLC, SERIES 57, whose address is 3000 WOODCREEK DRIVE, SUITE 120, DOWNERS GROVE, IL 60515 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON JANUARY 13, 2010 IN COOK COUNTY WITH THE DOCUMENT NUMBERS 1001305009 AND 1001305010.

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

LOT 4 IN THOMAS H. HULBERT'S SUBDIVISION OF LOTS 15 TO 22 INCLUSIVE IN LORING'S SUBDIVISION OF BLOCK 7 OF MORTON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 614 N MONTICELLO AVE, CHICAGO, IL 60624. The Real Property tax identification number is 16-11-116-042-0000.

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

EXTENDED MATURITY DATE BY 5 YEARS UNTIL JANUARY 1, 2016. THE DRAW NOTE IS NOW CAPPED AT THE CURRENT BALANCE AND NO MORE DRAWS ARE ALLOWED. LOWERING THE INTEREST RATE FROM 7.75% FIXED TO 6.75% FIXED FOR THE FIRST 3 YEARS AND TO 7.25% FIXED FOR THE REMAINING 2 YEARS OF THE TERM. THE MONTHLY INTEREST ONLY PAYMENT IS CHANGING TO MONTHLY PRINCIPAL, INTEREST, AND ESCROW PAYMENT BASED ON 25 YEAR AMORTIZATION. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

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

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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 JANUARY 1, 2011.

GRANTOR:

HAWTHORN HOLDINGS LLC, SERIES 57

HAWTHORN HOLDINGS, LLC, Manager of HAWTHORN HOLDINGS LLC,
SERIES 57By: 
PHILIP LAGORI, Manager of HAWTHORN HOLDINGS, LLC

LENDER:

FIRST NATIONS BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF DuPage) SS
)

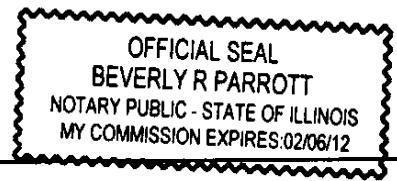
On this 31st day of December, 2010 before me, the undersigned Notary Public, personally appeared **PHILIP LAGORI, Manager of HAWTHORN HOLDINGS, LLC, Manager of HAWTHORN HOLDINGS LLC, SERIES 57**, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 Beverly R. Parrott

Residing at 3000 Woodcreek Dr. #120
Downers Grove, Il. 60515

Notary Public in and for the State of Illinois

My commission expires 02/06/12



DuPage County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF Cook)

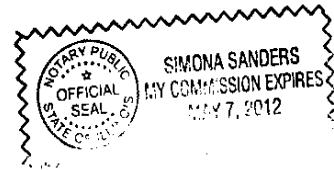
) SS

On this 5th day of January, 2010 before me, the undersigned Notary Public, personally appeared Debbie Kruel and known to me to be the Loan Officer, authorized agent for **FIRST NATIONS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST NATIONS BANK**, duly authorized by **FIRST NATIONS BANK** 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 **FIRST NATIONS BANK**.

By Simona Sanders Residing at Chicago

Notary Public in and for the State of IL

My commission expires _____



Cook County Clerk's Office