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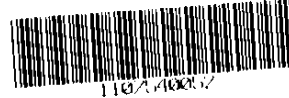
Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

890176

NAT

Report Mortgage Fraud
800-532-8785



1107540052

Doc#: 1107540052 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/16/2011 11:38 AM Pg: 1 of 6

The property identified as: **PIN:** 13-36-125-006-0000

Address:

Street: 2824 West Armitage Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: First Chicago Bank & Trust

Borrower: 2824 Armitage, LLC

Loan / Mortgage Amount: \$791,064.68

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 46D0511B-9A0A-4C2A-8129-27EECADE148D

Execution date: 01/26/2011

S Y
P 6
S N
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INT 001

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WHEN RECORDED MAIL TO:
FIRST CHICAGO BANK & TRUST
Itasca Branch
1145 N. Arlington Heights Road
Itasca, IL 60143

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Virginia Garcia Loan#112008860-1
FIRST CHICAGO BANK & TRUST
1145 N. Arlington Heights Road
Itasca, IL 60143

MODIFICATION OF MORTGAGE



0000000112008860-1074001262011

THIS MODIFICATION OF MORTGAGE dated January 26, 2011, is made and executed between 2824 Armitage, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and FIRST CHICAGO BANK & TRUST, whose address is 1145 N. Arlington Heights Road, Itasca, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 10, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded May 26, 2006 in the Cook County Recorder of deeds as Document Number **0614655044** and **0614655045**.

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

LOT 1 IN OWNER'S DIVISION OF LOTS 10, 11, 12, 13 AND 14 AND LOT 9 (EXCEPT THE WEST 5.215 FEET THEREOF) IN BLOCK 12 IN TOWN OF SHCLESWIG, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2824 West Armitage Avenue, Chicago, IL 60647. The Real Property tax Identification number is 13-36-125-006-0000.

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

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MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:**Increase loan amount.****The Maximum Lien provision of said Mortgage shall be amended and restated as follows:****MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$791,064.68.**The definition of the Note secured by said Mortgage shall be amended and restated as follows:****Note.** The word "Note" means the Promissory Note dated January 20, 2011 in the original principal amount of ~~\$791,064.68~~ from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.**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.**CROSS COLLATERALIZE / CROSS DEFAULT.** Grantor's principals have entered, or may enter, into Loan Agreement(s) with Lender evidenced by Additional Note(s) (the Other Loans) and secured by Additional Mortgage(s) or other Security Instrument(s) (collectively, the Other Loan Documents). As a material inducement to Lender, Grantor has agreed to cross-collateralize and cross-default said Other Loans with the Loan secured by this Mortgage(s) and/or other Security Instrument(s). Upon (a) the occurrence of a default under this Mortgage(s) and/or other Security Instrument(s) or any of the other Related Documents, or (b) the occurrence of a default under the Other Loan Documents, then in any such event, the Lender may declare all of the principal, interest and other sums which may be outstanding under the Note and/or Related Documents and with respect to the Other Loans to be immediately due and payable without further demand, and the Lender may exercise any and all rights and remedies provided in this Mortgage(s) and/or other Security Instrument(s), the Related Documents, or any Other Loan Document, whether or not the Lender exercises its right to accelerate the indebtedness secured by this Mortgage(s) and/or other Security Instrument(s) and the Related Documents, or the indebtedness secured to the Lender by any of the Other Loan Documents.**SELECTION OF REMEDIES.** In addition to the rights and remedies provided to Lender elsewhere in this Mortgage(s) and/or other Security Instrument(s), upon the breach of any covenant or agreement of this Mortgage(s) and/or other Security Instrument(s), the Related Documents or the Other Loan Documents, Lender shall be allowed to enforce the payment of the indebtedness and performance of the Grantor's obligations hereunder, and to exercise all of the rights, remedies and powers provided under this Mortgage(s) and/or other Security Instrument(s) or any of the Related Documents, or the Other Loan Documents, or any of them, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any collateral given to Lender as security (the Total Collateral) in such order and manner as the Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage(s) and/or other Security Instrument(s), any of the Related Documents, or any of the Other Loan Documents against the Total Collateral, whether by court action, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage(s) and/or other Security Instrument(s), the Related Documents, or

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(Continued)**

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the Other Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Grantor, not merged into any such judgment. This Mortgage(s) and/or other Security Instrument(s) shall secure to Lender the repayment of any amount which Grantor may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note or the Related Documents, or any of the Other Loan Documents. Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage(s) and/or other Security Instrument(s), the Related Documents, or the Other Loan Documents in any particular manner or order. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings in state or federal courts, and such proceeding may relate to all or any part of the Total Collateral without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Total Collateral.

WAIVER OF MARSHALING. Lender shall have the right to determine the order in which any or all of the Total Collateral shall be subjected to the remedies provided in this Mortgage(s) and/or other Security Instrument(s), any of the Related Documents and the Other Loan Documents or applicable law. Lender shall have the right to determine the order in which any of the indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Grantor and any party who now has or may in the future have a security or other interest in any of the Total Collateral waives any and all right to require the marshaling of assets or to require that any of the total Collateral be sold in the inverse order of alienation, or that any of the Total Collateral be sold in parcels, or an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Mortgage and/or other Security Instrument(s), any of the Related Documents or any of the Other Loan Documents.

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 26, 2011.

GRANTOR:

2824 ARMITAGE, LLC

By: _____

Nikki Dumas

By: _____

Louis M Acerra

LENDER:

FIRST CHICAGO BANK & TRUST

X _____

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

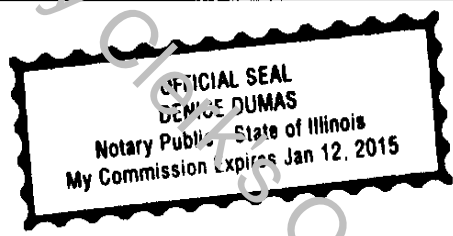
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 8th day of February, 2011 before me, the undersigned Notary Public, personally appeared Nikki Dumas, of 2824 Armitage, LLC and Louis M Acerra, of 2824 Armitage, LLC, 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 1226 S New Wilke Rd

Notary Public in and for the State of ILLINOIS +109
Arkington Hts, IL
60005

My commission expires 1-12-2015



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

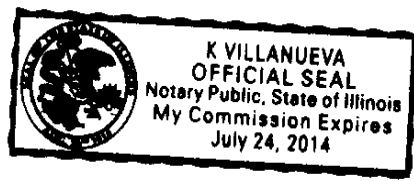
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 8TH day of FEBRUARY, 2011 before me, the undersigned Notary Public, personally appeared DAN ROBINSON and known to me to be the Vice President, authorized agent for **FIRST CHICAGO BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST CHICAGO BANK & TRUST**, duly authorized by **FIRST CHICAGO BANK & TRUST** 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 CHICAGO BANK & TRUST**.

By [Signature] Residing at CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires 07/24/14



Cook County Clerk's Office