RECORDATION REQUESTED BY: International Bank of Chicago 5069 N. Broadway St. Chicago, IL 60640 Doc#: 1109429051 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/04/2011 12:29 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: International Bank of Chicago 5069 N. Broadway St. Chicago, IL 60640

SEND TAX NOTICES TO: International Bank of Chicago 5069 N. Broadway St. Chicago, IL 60640

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lender
INTERNATIONAL BANK OF CEICAGO
5069 N. Broadway St.
Chicago, IL 60640

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 13, 2011, is made and executed between Cottage Grove Terrace, LLC, an Illinois Limited Liability Company, whose address is 1 TransAm Plaza Suite 480, Oakbrook Terrace, IL 60181 (referred to below as "Grantor") and International Bank of Chicago, whose address is 5069 N. Broadway St., Chicago, IL 60640 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 13, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS TO INTERNATIONAL BANK OF CHICAGO DATED JANUARY 13, 2009 AND RECORDED ON JANUARY 15, 2009 AS DOCUMENT NUMBERS 0901542035 AND 0901542036 RESPECTIVELY.

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

LOT 6 AND 7 IN BLOCK 1 IN ENGLEWOOD HEIGHTS BEING A RESUBDIVISION OF WRIGHT'S SUBDIVISION OF NORTH 1/2 OF PART OF EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORT'1, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING EAST OF PITTSBURGH CINN AND ST. LOUIS RAILROAD IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1613-1615 W. 87th St., Chicago, IL 60620. The Real Property tax identification number is 25-06-206-003-0000.

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

INCREASE PRINCIPAL AMOUNT TO \$500,000.00; CHANGE OF INTEREST RATE ON THE NOTE TO PRIME PLUS 4.5% ADJUSTING EVERY (12) TWELVE MONTHS WITH THE FLOOR RATE OF 7.75%; AND EXTEND MATURITY DATE INDEFINITELY.

**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 in

H NO HS NO NO

1109429051 Page: 2 of 4

Clory's Original

### **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 28479

Page 2

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 ACKNOW EDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 13, 2011.

**GRANTOR:** 

COTTAGE GROVE TERRACE, LLC

Mao S. Mei, Manager of Cottage Grove Terrace, LLC

TRANSAMERICA HOLDINGS, LLC, Manager of Cottage Grove for face, LLC

By: Lee Christopher

Lee Christopher Renn, Manager of Transamerica Holdings, LLC

LENDER:

INTERNATIONAL BANK OF CHICAGO

Authorized Signer

1109429051 Page: 3 of 4

# **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE (Continued)

Loan No: 28479	(Continued)	Page 3
	f	
LIMITI	ED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF	)	
	) ss	
COUNTY OFCOCK	<b>)</b>	
On this da Public, personally appeared Ma Manager of Transamerica hold members or designated agen's acknowledged the Modification authority of statute, its articles	y of March, 2011 before me, the os. Mei, Manager of Cottage Grove Terrace, LLC and Lings, LLC, Manager of Cottage Grove Terrace, LLC, and of the limited liability company that executed the Modification be the free and voluntary act and deed of the limited of organization or its operating agreement, for the uses that they are authorized to execute this Modification and nited liability company.	Lee Christopher Renn, I known to me to be ation of Mortgage and liability company, by and purposes therein
BY CHE MEI WONG		action Inc.
Notary Public in and for the Sta	te of IL OFFICIAL SE	AL NG E OF ILLINOIS
		love love
	Conti	8
	7,0	
		) <sub>/Sc</sub> .

1109429051 Page: 4 of 4

## **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE (Continued)

Loan No: 28479	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OF	)	
COUNTY OF COUK	) SS )	
instrument and acknowledge a said of Chicago, duly authorized by in the uses and purposes therein me	and known to me to be the relational Bank of Chicago that executed the dinstrument to be the free and voluntary act and deternational Bank of Chicago through its board of dentioned, and on oath stated that he or she is authoric said instrument on behalf of International Bank of	ne within and foregoing leed of International Bank irectors or otherwise, for rized to execute this said
By CHE MEI WON'S  Notary Public in and for the State	,O	~~~~~
My commission expires	CHE MEI V NOTARY PUBLIC - ST MY COMMISSION EX	ATE OF ILLINOIS
LASER PRO Lending, Ver. 5.55.0 Rese	00.002 Copr. Harland Financial Solutions, Inc. 1 erved IL f:\CFI\LPL\G201.FC TR- 067 PR-6	997, 2011 All Rights
	75	O <sub>ffic</sub>