



Doc#: 1119349010 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/12/2011 09:57 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
Northbrook Bank & Trust  
245 Waukegan Road  
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Northbrook Bank & Trust Company - Loan Operations  
245 Waukegan Road  
Northfield, IL 60093

FREEDOM TITLE CORR.

FTC 6883514-1

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated February 12, 2011, is made and executed between GCD PROPERTIES, LLC - INDIANA (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 12, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on February 24, 2010 as Document Number 1005557028, pursuant to the following:

"NORTHBROOK BANK & TRUST COMPANY ("LENDER"), SUCCESSOR PURSUANT TO A PURCHASE AND ASSUMPTION AGREEMENT BY AND BETWEEN FDIC, AS THE RECEIVER OF THE ASSETS AND LIABILITIES OF LINCOLN PARK SAVINGS BANK PURSUANT TO 12 U.S.C. 1821(D)(2)(A), AS SELLER AND LENDER AS BUYER, DATED APRIL 23, 2010"

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

LOT 23 IN JENNING'S SUBDIVISION OF THE NORTH 1/2 BLOCK 9 IN JENNINGS AND MOFFETT'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, 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 5407-5409 South Indiana Avenue, Chicago, IL 60615. The Real Property tax identification number is 20-10-314-003-0000.

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

- I. CHANGE SUCCESSORS AND ASSIGNS AS STATED ABOVE;
- II. THE MATURITY DATE ON THIS MORTGAGE HEREBY DELETED; AND

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## MODIFICATION OF MORTGAGE (Continued)

### III. ADD WAIVER OF RIGHT OF REDEMPTION TO THIS MORTGAGE.

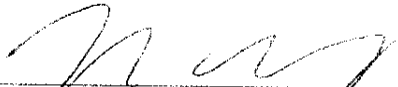
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 endorers 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.

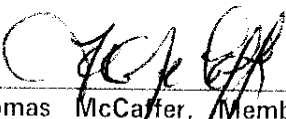
**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

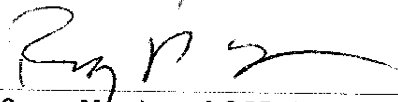
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 12, 2011.**

GRANTOR:

GCD PROPERTIES, LLC - INDIANA

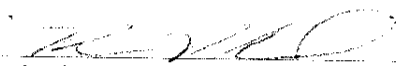
By:   
Mark Ainley, Managing Member of GCD PROPERTIES, LLC - INDIANA

By:   
Thomas McCaffer, Member of GCD PROPERTIES, LLC - INDIANA

By:   
Bryan Sonn, Member of GCD PROPERTIES, LLC - INDIANA

LENDER:

NORTHBROOK BANK & TRUST COMPANY

X   
Authorized Signer

DeKalb County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 13<sup>th</sup> day of June, 2011 before me, the undersigned Notary Public, personally appeared **Mark Ainley, Managing Member of GCD PROPERTIES, LLC - INDIANA**, 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 *[Signature]* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires: 5/14/14



*PROPOSED BY COOK County Clerk's Office*

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

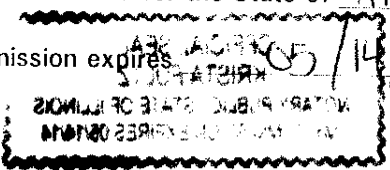
COUNTY OF Cook ) SS  
)

On this 13<sup>th</sup> day of June, 2011 before me, the undersigned Notary Public, personally appeared **Thomas McCaffer, Member of GCD PROPERTIES, LLC - INDIANA**, 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 05/14/14



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 13<sup>th</sup> day of June, 2011 before me, the undersigned Notary Public, personally appeared **Bryan Sonn, Member of GCD PROPERTIES, LLC - INDIANA**, 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 *[Signature]* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 05/14/14



PROPERTY OF COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) SS

On this 13<sup>th</sup> day of June, 2011 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & Trust Company** 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 **Northbrook Bank & Trust Company**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



*Notary Public of Cook County Clerk's Office*