



RECORDATION REQUESTED BY:
**PARKWAY BANK AND TRUST
COMPANY**
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

Doc#: 1132656043 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/22/2011 02:35 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:
**PARKWAY BANK AND TRUST
COMPANY**
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
Wabash Homes, LLC, an
Illinois limited liability company
1945 N. Cornell Avenue, Suite
D
Melrose Park, IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Marianne L. Wagener
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 11, 2011, is made and executed between Wabash Homes, LLC, an Illinois limited liability company, whose address is 1945 N. Cornell Avenue, Suite D, Melrose Park, IL 60160 (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 16, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage recorded on February 21, 2007 as document number 0705234095 and Assignment of Rents recorded on February 21, 2007 as document number 0705234096.

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 1426-54 S. Wabash, Unit #'s 101, 201, 205, 209, 211, 213, 301, 302, 303, 304, 305, 306, 308, 309, 310, 312, 313, 401, 402, 405, 406, 407, 409 and 413, Chicago, IL 60605. The Real Property tax identification number is 17-22-106-121-1001, 17-22-106-121-1002, 17-22-106-121-1006, 17-22-106-121-1010, 17-22-106-121-1012, 17-22-106-121-1014, 17-22-106-121-1015, 17-22-106-121-1016, 17-22-106-121-1017, 17-22-106-121-1018, 17-22-106-121-1019, 17-22-106-121-1020, 17-22-106-121-1022, 17-22-106-121-1023, 17-22-106-121-1024, 17-22-106-121-1026, 17-22-106-121-1027, 17-22-106-121-1028, 17-22-106-121-1029, 17-22-106-121-1032, 17-22-106-121-1033,

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MODIFICATION OF MORTGAGE (Continued)

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17-22-106-121-1034, 17-22-106-121-1036, 17-22-106-121-1040 .

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTES" FROM BORROWER TO LENDER DATED APRIL 11, 2011 IN THE PRINCIPAL FACE AMOUNT OF \$6,569,900.89 AND DATED SEPTEMBER 30, 2011 IN THE PRINCIPAL FACE AMOUNT OF \$127,400.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$13,394,602.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

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.

ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

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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 11, 2011.

GRANTOR:

WABASH HOMES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: Holly Randazzo
Holly Randazzo, Manager of Wabash Homes, LLC, an Illinois limited liability company AKA: HOLLY JAKOVljevic

Holly Randazzo

By: Jorge L. Gonzalez
Jorge L. Gonzalez, Manager of Wabash Homes, LLC, an Illinois limited liability company

ZAG HOLDINGS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY,
Manager of Wabash Homes, LLC, an Illinois limited liability company

By: Brian Loftin
Brian Loftin, Manager of ZAG Holdings LLC, an Illinois limited liability company

LENDER:

PARKWAY BANK AND TRUST COMPANY

x Maryanne G. Woz
Authorized Signer

PROPERTY OF Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 22nd day of November, 2011 before me, the undersigned Notary Public, personally appeared Holly Randazzo, Manager of Wabash Homes, LLC, an Illinois limited liability company; Jorge L. Gonzalez, Manager of Wabash Homes, LLC, an Illinois limited liability company; and Brian Loftin, Manager of ZAG Holdings LLC, an Illinois limited liability company, Manager of Wabash Homes, LLC, an Illinois limited liability company, 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 4800 N. Halsted Residing at Laura D'Amato

Notary Public in and for the State of ILLINOIS

My commission expires 9/10/14



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK



On this 22nd day of November, 2011 before me, the undersigned Notary Public, personally appeared Marianne Wager and known to me to be the Vice President, authorized agent for **PARKWAY BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PARKWAY BANK AND TRUST COMPANY**, duly authorized by **PARKWAY BANK AND 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 **PARKWAY BANK AND TRUST COMPANY**.

By Laura D'Amato Residing at 4800 N. Naticum

Notary Public in and for the State of Illinois

My commission expires 9/10/14

Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

UNITS 101, 201, 205, 209, 211, 213, 301 302, 303, 304, 305, 306, 308, 309, 310, 312, 313, 401, 402, 405, 406, 407, 409 and 413 IN COLISEUM PARK CONDOMINIUMS CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINEATED IN THE DECLARATION RECORDED JUNE 16, 2009 AS DOCUMENT 0916616049, IN NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS .

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES P- , A LIMITED COMMON ELEMENT, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0916616049.

C.K.A.: 1440 S. Wabash, Units 101, 201, 205, 209, 211, 213, 301 302, 303, 304, 305, 306, 308, 309, 310, 312, 313, 401, 402, 405, 406, 407, 409 and 413, Chicago, IL 60605

P.I.N.'S: 17-22-106-121-1001, 17-22-106-121-1002, 17-22-106-121-1006, 17-22-106-121-1010, 17-22-106-121-1012, 17-22-106-121-1014, 17-22-106-121-1015, 17-22-106-121-1016, 17-22-106-121-1017, 17-22-106-121-1018, 17-2-106-121-1019, 17-22-106-121-1020, 17-22-106-121-1022, 17-22-106-121-1023, 17-22-106-121-1024, 17-22-106-121-1026, 17-22-106-121-1027, 17-22-106-121-1028, 17-22-106-121-1029, 17-22-106-121-1032, 17-22-106-121-1033, 17-22-106-121-1034, 17-22-106-121-1036 and 17-22-106-121-1040.