### **UNOFFICIAL COPY**

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

WHEN RECORDED MAIL TO: FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509 1204834070

Doc#: 1204834020 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/17/2012 08:59 AM Pg: 1 of 4

SEND TAX NOTICES TO:
FIRST NATIONS BANK

7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: SIMONA SANDERS, 11051646-1 FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

R-M11162011 1

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 6, 2011, is made and executed between GRAND AVENUE TOWERS, LLC, whose address is 4644 N CUMBI.RI.AND, CHICAGO, IL 60656 (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 20, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows.

RECORDED ON JANUARY 13, 2006 IN THE COUNTY OF COOK, WITH DOCUMENT NUMBERS 0601302230 AND 0601302231.

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

LOTS 2, 3, AND 4 IN VOLK BROTHERS' SUBDIVISION OF LOT 1 IN E.A. CUMMINGS AND COMPANY'S RESUBDIVISION OF LOT IN MONT CLARE HOME ADDITION IN THE SOUTHWEST 1,4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 7812-7816 W GRAND AVENEU, ELMWOOD PARK, IL 60707. The Real Property tax identification number is 12-25-316-124.

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

EXTENDED MATURITY DATE BY ONE YEAR UNTIL NOVEMBER 16, 2012. LOWERED INTEREST RATE FROM 6.25% FIXED TO 5.50% FIXED. ADDING AN ESCROW PAYMENT TO THE MONTHLY ACCRUED INTEREST PAYMENT AT BORROWERS REQUEST. ALL OTHER TERMS AND CONDITIONS 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

1204834020 Page: 2 of 4

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#### MODIFICATION OF MORTGAGE (Continued)

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 16, 2011.

**GRANTOR:** 

GRAND AVENUE TOWERS, LLC

ND COUNTY CONTROL WOZNICKI, MANAGER C. GRAND AVENUE

TOWERS, LLC

LENDER:

FIRST NATIONS BANK

Authorized Stane

1204834020 Page: 3 of 4

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#### MODIFICATION OF MORTGAGE

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Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT		
STATE OF	)	
COUNTY OF	) SS )	
known to me to be a member or designated a Modification of Mortgage and acknowledged the Molimited liability company, by surpority of statute, its	Residing at Chricago  ASANDERS SIGN EXPIRES ASSIGN	
	Clark's Office	

1204834020 Page: 4 of 4

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# MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKNOWLEDGMENT		
(	·	
STATE OF	)	
,	) SS	
COUNTY OF	)	
On this day of	November , Lou	$\frac{\ell}{\ell}$ before me, the undersigned Notary me to be the $\ell = \ell \ell$
Public, personally appeared	Spreeman and known to r	me to be the <u>VP</u>
, authorized agent for FIRS	ST NATIONS BANK that executed the	within and foregoing instrument and
	e the free and voluntary act and de	
	K through its board of directors or o	
	ed that he or she is authorized to exe	ecute this said instrument and in fact
By buous ful		Chicago
	Tresturing at	
Notary Public in and for the State of	0	$\mathcal{O}$
·		AAAAA
My commission expires	- Co, }	COMMA SANDERS
	47 <sub>1</sub> / <sub>1</sub> / <sub>1</sub>	

1525 Reserved. - IL C:\LP\CFI\LPL\G201.FC TR-1325 PR-78