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## THIS INSTRUMENT PREPARED BY:

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## AFTER RECORDING RETURN TO:

BMO Harris Bank N.A.,  
formerly known as Harris N.A.  
Attn: Steven M. Wachstein  
111 W. Monroe Street, 4W  
Chicago, Illinois 60603



Doc#: 1206718062 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/07/2012 04:09 PM Pg: 1 of 8

THIS SPACE FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 30, 2011, is made and executed between PENU VENTURE, LLC, an Illinois limited liability company ("Grantor"), and BMO Harris Bank N.A. formerly known as Harris N.A., whose address is 111 W. Monroe Street, Chicago, Illinois 60603-4095 ("Lender").

**WHEREAS**, Grantor granted to Lender a certain mortgage dated August 28, 2008, which was recorded in the office of the Cook County Recorder of Deeds, State of Illinois on November 3, 2008 as Document No. 0830847033, and an Assignment of Rents dated August 28, 2008, and recorded in Cook County, Illinois, on November 3, 2008 as Document No. 0830847034, as may be subsequently modified from time to time (collectively, the "Mortgage");

**WHEREAS**, the Mortgage encumbers real property legally described as follows:

See Exhibit "A" attached hereto and incorporated herein.

The Real Property or its address is commonly known as 6426 (Unit #3B & Unit #3J) & 6432 (Unit #1K, Unit #1C & Unit #3F) N. Ridge Blvd., Chicago, IL 60626.

The Real Property tax identification number is 11-31-401-098-1028 (Unit #3B); 11-31-401-098-1036 (Unit #3J); 11-31-401-098-1050 (Unit #1K); 11-31-401-098-1042 (Unit #1C); and 11-31-401-098-1067 (Unit #3F).

**WHEREAS**, the original Mortgage secures loans to Grantor.

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**WHEREAS**, the Grantor is changing the terms of said loans and as a condition thereof, Lender requires Grantor to enter into this Modification of Mortgage.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes of setting forth the terms and conditions of this Modification, the parties, intending to be bound, hereby agree as follows:

1. **RECITALS TRUE AND CORRECT.** The above recitals are true and correct and are incorporated herein by this reference.

2. **INCORPORATION OF THE MORTGAGE.** The Mortgage, to the extent not inconsistent with this Modification of Mortgage, is incorporated herein by this reference as though the same was set forth in its entirety. This Modification of Mortgage shall be considered an integral part of the Mortgage, and all references to the Mortgage shall, on and after the date of this Modification of Mortgage, be deemed to be references to the Mortgage as amended by this Modification of Mortgage. To the extent any terms and provisions of the Mortgage are inconsistent with the modifications set forth below, such terms and provisions shall be deemed superseded hereby. The Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

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

**This Modification of Mortgage reflects the following and the term “Note” as used in the Mortgage expressly and collectively includes: (1) that the above referenced Mortgage now secures a Promissory Note dated August 28, 2008 in the original principal amount of \$212,000.00 made by the Grantor to Lender bearing a variable interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) that the above referenced Mortgage now secures a Promissory Note dated August 28, 2008 in the original principal amount of \$244,000.00 made by the Grantor to Lender bearing a variable interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (3) that the above referenced Mortgage now secures a Promissory Note dated August 28, 2008 in the original principal amount of \$350,000.00 made by the Grantor to Lender bearing a variable interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (4) that the above referenced Mortgage now secures a Promissory Note dated August 28, 2008 in the original principal amount of \$194,000.00 made by the Grantor to Lender bearing a variable interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (5) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed two hundred percent of the maximum principal amount of the Note; and (6) amendment of the name of Lender to read as follows: BMO Harris Bank N.A. formerly known as Harris N.A., its successors and or/assigns.**

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4. **CONTINUING VALIDITY.** Except as expressly modified above, the terms of the 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 of Mortgage 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 of Mortgage shall constitute a satisfaction of either Note, as amended, or any other credit agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers of said notes, 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 of Mortgage. If any person who signed the original Mortgage does not sign this Modification of Mortgage, then all persons signing below acknowledge that this Modification of Mortgage is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification of Mortgage 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.

5. **REPRESENTATIONS AND WARRANTIES.** The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Grantor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Modification of Mortgage and all references to the Indebtedness shall be deemed to include the Note and the indebtedness thereunder.

6. **NOT A NOVATION.** It is the intent of the parties that this instrument shall not constitute a novation and shall no way adversely affect the lien or priority of the Mortgage, the Note or other Loan Documents.

**SIGNATURE PAGE FOLLOWS**

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the day and year first above written.

**LENDER:**

BMO Harris Bank N.A. formerly known as Harris N.A.

By: *[Signature]*  
Name: Michael F. Schulte  
Title: Vice President

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, Karen Sopata, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Michael F. Schulte, of BMO Harris Bank N.A. formerly known as Harris N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of January, 2011.

Karen Sopata  
Notary Public  
My Commission Expires: 1/28/15



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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the day and year first above written.

**GRANTOR:**

PENU VENTURE, LLC, an Illinois limited liability company

By: [Signature]  
Name: Sania Jain  
Title: Member

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF Kane )



I, Jeffrey S. Solak, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Sania Jain, as Member of PENU VENTURE, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of December, 2011.

[Signature]  
Notary Public  
My Commission Expires: 7/29/2015

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312 461-6661  
Steven

## EXHIBIT "A" Legal Description

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several overlapping, wavy lines that completely obscures the text of the legal description. The scribble is centered on the page and extends across most of the width of the document.

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EXHIBIT "A"

**PARCEL 1:**

UNIT 6432-1K IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**

UNIT 6432-1C IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 3:**

UNIT 6432-3F IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 4:**

UNIT 6426-3B IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH

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LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329289 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 5:

UNIT 6426-3J IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

The Real Property or its address is commonly known as 6426 (Unit #3B & Unit #3J) & 6432 (Unit #1K, Unit #1C & Unit #3F) N. Ridge Blvd., Chicago, IL 60626. The Real Property tax identification number is 11-31-401-098-1028 (Unit #3B), 11-31-401-098-1036 (Unit #3J), 11-31-401-098-1050 (Unit #1K), 11-31-401-098-1042 (Unit #1C) & 11-31-401-098-1067 (Unit #3F).