

UNOFFICIAL COPY



Doc#: 1222704054 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/14/2012 11:23 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Hyde Park Bank & Trust
Company
Main Office
1525 E. 53rd Street
Chicago, IL 60615

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Arthur L. Moore, Commercial Loan Officer
Hyde Park Bank & Trust Company
1525 E. 53rd Street
Chicago, IL 60615

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 20, 2012, is made and executed between MB - NP 1, LLC (referred to below as "Grantor") and Hyde Park Bank & Trust Company whose address is 1525 E. 53rd Street, Chicago, IL 60615 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage, which encumbers the Real Property described below, was recorded on January 6, 2010 as document number 1000634004 in the Office of the Cook County Recorder of Deeds and secures a Note dated December 22, 2009 in the original principal amount of THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) executed by Grantor and payable to Lender ("Note"). As of June 20, 2012 the unpaid principal amount of the Note is FOUR HUNDRED ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$401,250.00).

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

LOT 29 IN BLOCK 6 IN SUBDIVISION OF BLOCKS 1 TO 31, INCLUSIVE IN W.B. WALKER'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3704 - 06 W Cullom, Chicago, IL 60618. The Real Property tax identification number is 13-14-305-039-0000.

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

As of this date of this Modification of Mortgage, the Mortgage secures a Note dated June 20, 2012 in the original principal amount of \$401,250. The interest rate on the Note is 5.250%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$2,234.74

Box 400-CTCC

S Y
P 4
S N
SC Y
INTAS

8888 6 75 P2 RF 1081

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 1143309-3

Page 2

each and one irregular last payment estimated at \$372,358.70. Grantor's first payment will be due July 20, 2012, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due June 20, 2017, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of this Note is June 20, 2017. The Note dated June 20, 2012 is an extension and modification of the Note dated December 22, 2009.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 20, 2012.

GRANTOR:

MB - NP 1, LLC

By:


 Nedzad Peinkaj, Manager of MB - NP 1, LLC

By:


 Mustafa Botic, Manager of MB - NP 1, LLC

LENDER:

HYDE PARK BANK & TRUST COMPANY

X


 Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 1143309-3

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

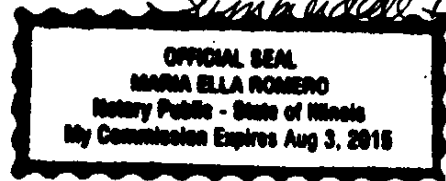
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 27th day of June, 2012 before me, the undersigned Notary Public, personally appeared Nedžad Pelinka, Manager of MB - NP 1, LLC and Mustafa Bojic, Manager of MB - NP 1, LLC, 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 Maria Ella Romero Residing at Chase Bank Lincoln + Sumnerdale St.

Notary Public in and for the State of Illinois

My commission expires Aug 1^{3th} 2015



[Handwritten signature]

Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 1143309-3

Page 4

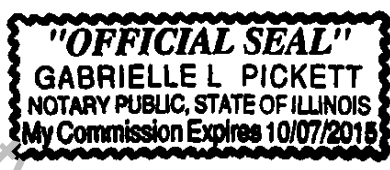
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)

On this 30th day of July, 2012 before me, the undersigned Notary Public, personally appeared Claudio Hill and known to me to be the Senior Vice Pres, authorized agent for Hyde Park Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Hyde Park Bank & Trust Company, duly authorized by Hyde Park 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 Hyde Park Bank & Trust Company.

By Gabrielle L. Pickett Residing at Chicago, Illinois

Notary Public in and for the State of ILLINOIS
 My commission expires 10/7/15



Cook County Clerk's Office