UNOFFICIAL COPY

RECORDATION REQUESTED BY:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

WHEN RECORDED MAIL TO:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

SEND TAX NOTICES TO: ARMITAGE ASSOCIATES CHICAGO, LLC 3856 W. OAKTON SKOKIE, IL 60076



Doc#: 1233850022 Fee: \$44.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/03/2012 02:40 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 29, 2012, is made and executed between ARMITAGE ASSOCIATES CHICAGO, LLC (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as 1 er der").

MORTGAGE. Lender and Grantor have entered into a Mortgage deted September 29, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows.

RECORDED SEPTEMBER 29, 2008 AS DOCUMENT NUMBER 0824133104, EUGENE "GENE" MOORE, COOK COUNTY RECORDER OF DEEDS.

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

LOTS 8 AND 9 IN BLOCK 30 IN FIRST ADDITION TO RAVENSWOOD MANOF A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 AND OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAN LYING BETWEEN MANOR AND FAIRFIELD AVENUE AND THE SANITARY DISTRICT RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4649-63 N. MANOR AVE. , CHICAGO, IL 60625. The Real Property tax identification number is 13-13-111-012.

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

THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO NOVEMBER 29, 2012 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED SEPTEMBER 29, 2012.

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 aldot

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DIFICATION OF MORTGAGE

Loan No: 816608

(Continued)

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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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REJEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 29,

GRANTOR:

ARMITAGE ASSOCIATES CHICAGO, LLC

JMJ ENTERPRISES, L.L.C., Manager of CHICAGO, LLC

Manager of JMJ ENTERPRISES, L.L.C.

JOSEPH & OTTESMAN Manager of JMJ ENTERPRISES, L.L.C.

MICHAEL DANIELS, Manager of JMJ ENTERPRISES, L.L.C.

LENDER:

1ST EQUITY BANK

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MODIFICATION OF MORTGAG

Page 3 (Continued) Loan No: 816608 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT OFFICIAL SEAL JUDITH STERN) STATE OF TLUMOIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/29/16) SS COUNTY OF __ On this ______ day of Septence _____, Sci before me, the undersigned Notary Public, personally appeared JEFFREY CAGAN, Manager of JMJ ENTERPRISES, L.L.C., Manager of ARMITAGE ASSOCIATES CHICAGO L.C; JOSEPH GOTTESMAN, Manager of JMJ ENTERPRISES, L.L.C., Manager of ARMITAGE ASSOCIATES CHICAGO, LLC; and MICHAEL DANIELS, Manager of JMJ ENTERPRISES, L.L.C., Manager of ARMITAGE ASSOCIATES CHICAGO, 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. Residing at __ 1st Equity Bank 3956 W. Dempster Notary Public in and for the State of ___ Shokie, IL 60076 The Clark's Office My commission expires

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DIFICATION OF MORTGAGE

Loan No: 816608 (Continued) Page 4 LENDER ACKNOWLEDGMENT STATE OF BLUE 18 OFFICIAL SEA. **JUDITH**) NOTARY PUBLIC - 5 MY COMMISSION EXPIRE) SS COUNTY OF) before me, the undersigned Notary Public, personally appeared (2015 Role) and known to me to be the president , authorized agent for 1st Equity Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 1st Equity Bank, duly authorized by 1st Equity Bank 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 Maltin Residing at Notary Public in and for the State of Tomity Ban 956 W. Demps: My commission expires Slokie, IL 6 LASER PRO Lending, Ver. 12.3.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2012. Reserved. - IL P:\CFI\LPL\G201.FC T(\-1067 PR-8 All Rights CASO OFFICE