## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

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

Doc#: 1303650100 Fee: \$44.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 02/05/2013 03:28 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

3856 W. OAKTON

SKOKIE, IL 60076

SEND TAX NOTICES TO:
ARMITAGE ASSOCIATES
CHICAGO (LL)

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

### MODIFICATION OF MORTGAGE

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

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

RECORDED SEPTEMBER 29, 2008 AS DOCUMENT NUMBER 0529133104, 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 MANCE 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, 2017 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED NOVEMBER 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

26608

1303650100 Page: 2 of 4

## OFFICIA

#### MODIFICATION OF MORTGAGE

(Continued) Page 2

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) (IR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROP':R'TY.

GRANTOR ACKNOWLEDGES GAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO 175 TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 29, 2012.

**GRANTOR:** 

Loan No: 816608

ARMITAGE ASSOCIATES CHICAGO, LLC

JMJ ENTERPRISES, L.L.C., Manager of ARMITAGE **ASSOCIATES** CHICAGO, LLC Clort's Office

By:

CAGAN, Manager of JMJ ENTERPRISES, L.L.C.

By:

of JMJ ENTERPRISES, L.L.C.

By:

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

LENDER:

**1ST EQUITY BANK** 

Authorized Signer

1303650100 Page: 3 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 816608 (Continued) Page 3

LIMITED LIABILITY COMPAN'	ACKNOWLEDGMENT	•
On this	NOTARY PUE MY COMMISS, L.L.C., mager of JMJ ENTERPRISES, L.L.C., nager of JMJ ENTERPRISES ANIELS, Manager of JMJ Enterprises and acknowlity company, by authority rposes therein mentioned,	Manager of ARMITAGES, L.L.C., Manager of JenterPRISES, L.L.Cers or designated agent vieldged the Modification of statute, its articles of and on oath stated the
By Junity Atter	Residing at	
Notary Public in and for the State of		
	C/6/4/5 O/	Š.

1303650100 Page: 4 of 4

MODIFICATION OF MORTGAGE

(Continued) Loan No: 816608 Page 4 LENDER ACKNOWLEDGMENT STATE OF ILINOIS ) SS On this \_\_\_\_\_\_ day of NOVENCE , DOI Defore me, the undersigned Notary Public, personally appeared LOUIS KOION) and known to me to be the PROJACIN \_, 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 instrument on behalf of 1st Equity Sank. Residing at Notary Aublic in and for the State of TLL/NOIS My commission expires LASER PRO Lending, Ver. 12.3.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights

Continue Office Reserved. - IL P:\CFI\LPL\G201.FC TR-1067 PR-8