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RECORDATION REQUESTED BY:

BMO Harris Bank N.A.
1200 E. Warrenville Road, 2nd Floor
Naperville, Illinois 60563

Doc#: 1305746084 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2013 12:18 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

BMO Harris Bank N.A.
Attn: Collateral Management
P.O. Box 2880
Chicago, Illinois 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Julie Kim
BMO Harris Bank N.A.
1200 E. Warrenville Road, 2nd Floor
Naperville, Illinois 60563

H25253339

Modification of Mortgage **CTIC-HE**

THIS MODIFICATION OF MORTGAGE dated as of January 28, 2013, is made and executed between KYR, LLC, whose address is 4250 N. Marine Dr. #411, Chicago, IL 60613 (referred to below as "Grantor") and BMO Harris Bank N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 16, 2008, (the "Mortgage") recorded on January 23, 2008 which has been recorded in Cook County, State of Illinois, as subsequently modified from time to time, as follows:

Recorded as Document No. 0802311225 (hereinafter referred to as the "Mortgage")

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MODIFICATION OF MORTGAGE (Continued)

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

UNIT 409 AND P73 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CHESH LOFTS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0734015061, IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 320 E 21st Street, #409, Chicago, IL 60616. The Real Property tax identification number is 17-22-315-064-1039.

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

This Modification of Mortgage reflects the following:

ASSOCIATION OF UNIT OWNERS The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property.

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within

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MODIFICATION OF MORTGAGE (Continued)

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within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage

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 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 promissory notes or other documents or instruments secured by the Mortgage. All references in the Mortgage to the term "Note" shall be deemed references to the term "Note" as defined herein and any and all notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. 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 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.

[SIGNATURE PAGE TO FOLLOW]

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AS OF JANUARY 28, 2013.

Grantor:

KYR, LLC

By: 

Kareem A. Dale, Member of KYR, LLC

Title

MEMBER

Member of KYR, LLC

Lender:

BMO HARRIS BANK N.A.

By: 

Alan Keip, Comm Portfolio Mgr I, HBB

Title

Comm. Portfolio Mgr I

Comm Portfolio Mgr I, HBB

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Will)

On this 11 day of Feb, 2013 before me, the undersigned Notary Public, personally appeared Alan Keip and known to me to be the AVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature]

Residing at Plainfield, IL

Notary Public in and for the State of Illinois

My commission expires 5-17-16

