UNOFFICIAL COPY

1.9063.3064

WHEN RECORDED MAIL TO: Village Bank & Trust 234 West Northwest Highway Arlington Heights, IL 60004

Doc#: 1306633064 Fee: \$44.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/07/2013 10:58 AM Pg: 1 of 4

This Modification of Mortgage prepared by:

N Keese, Loan Processor Village Bank & Trust 234 West Northwest Highway Arlington Heights, IL 60004

13065-54 B

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 6, 2013, is made and executed between Nexus Investments A, LLC, whose address is 2239 N. Lister Avenue, Unit 201, Chicago, IL 60614 (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Morthwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Marco 22, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on April 17, 2012 in the Cook County Recorder of Deeds as Document Number 1210833147.

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

UNIT 3 AREA 12 IN SHEFFIELD TOWN SCHAUMBURG, UNIT 3, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1971 AS DOCUMENT 21487751, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1926 Hastings Court, Schaumburg, IL 60194. The Real Property tax identification number is 07-17-104-086.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$150,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means that certain Promissory Note dated March 22, 2012 in the original principal amount of \$80,000.00 from Borrower to Lender, together with all renewals of, extensions of

4

1306633064 Page: 2 of 4

UNOFFICIAL C

MODIFICATION OF MORTGAGE (Continued)

Page 2

modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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 Lenuer 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 air such subsequent actions.

TOR:

US INVESTMENTS A, LLC

Nipesh Patel, Managing Member of Nexus Investments A, LLC

Managing Member of Nexus Investments A, LLC GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 6, 2013.

GRANTOR:

NEXUS INVESTMENTS A. LLC

LENDER:

VILLAGE BANK & TRUST

-1306633064 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 3

LIMITED LIABILITY COMP	ANY ACKNOW			
STATE OF)) SS	"OFFIC	MAL SEAL HUSSAINI lic, State of II	linois &
COUNTY OF)	My Commiss	on Expires U	555555
On this day of day of Managing M Public, personally appeared Nipesh Patel, Managing M Managing Member of Nexus Investments A, LLC, and k limited liability company tha executed the Modification	nown to me to be	Investments A members or de	LLC and esignated	Nital Patel, agents of the
the free and voluntary act and deed of the limited lia organization or its operating agreement, for the uses are they are authorized to execute this Modification and in liability company.	ability company, t and purposes there	y authority of in mentioned, a	statute, i	ts articles of th stated that
By 5, 6 (1)	Residing at _	village	Berl	8 15 W
Notary Public in and for the State of		<i>U</i>		
My commission expires 7//3//6	Colpy			
		20145	O _r	
				9

1306633064 Page: 4 of 4

UNOFFICIAL C

MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKN	IOWLEDGMENT
STATE OF	"OFFICIAL SEAL") SYED HUSSAINI Notary Public, State of Illinois
COUNTY OF	My Commission Expires 07/13/16
acknowledged said instrument to be the free and verauthorized by Village Bank & Frast through its board	and known to me to be the that executed the within and foregoing instrument and oluntary act and deed of Village Bank & Trust, duly of directors or otherwise, for the uses and purposes s authorized to execute this said instrument and in fact
LASER PRO Lending, Ver. 12.4.10.003 Copr. Harla	nd Financial Solvators, Inc. 1997, 2013. All Rights
	O\CFI\LPL\G201.FC 7.R-8179 PR-7