

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062



Doc#: 1307255091 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2013 04:18 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST BANK OF HIGHLAND PARK
1835 First Street
Highland Park, IL 60035

FIDELITY NATIONAL TITLE 53009792

1all

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 14, 2013, is made and executed between A.S.B. PROPERTIES LLC, an Illinois limited liability company, whose address is 6624 N. NAVAJO AVENUE, LINCOLNWOOD, IL 60712 (referred to below as "Grantor") and FIRST BANK OF HIGHLAND PARK, whose address is 633 SKOKIE BLVD, NORTHBROOK, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 14, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 18, 2005 as Document No. 0510833140.

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

PARCEL 1:

LOT 8 (EXCEPT THE SOUTH 7 FEET THEREOF TAKEN FOR WIDENING OF DEVON AVENUE) IN JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN OLIVER SALINGER AND CO'S SEVENTH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER AND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3601 W. DEVON AVENUE, CHICAGO, IL AND 3650 W. DEVON AVENUE, LINCOLNWOOD, IL 60712. The Real Property tax identification number is 10-35-333-001-0000 and 13-02-106-048-0000.

14

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

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

(1) The word "Note" means the promissory note dated February 14, 2005, **in the original principal amount of \$2,360,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 5.500% based on a year of 360 days. Beginning March 4, 2013, the interest rate on the Note will be 4.625% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: one principal and interest payment of \$12,754.00 on March 14, 2013, with interest calculated on the unpaid principal balances at an interest rate of 5.500% based on a year of 360 days; 58 monthly consecutive principal and interest payments of \$12,754.00 each, beginning April 14, 2013, with interest calculated on the unpaid principal balances at an interest rate of 4.625% based on a year of 360 days; and one principal and interest payment of \$1,805,252.90 on February 14, 2015, with interest calculated on the unpaid principal balances at an interest rate of 4.625% based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

(2) The address of the property is hereby amended to read as follows: 3601 W. Devon Avenue, Chicago, IL 60659 and 3650 W. Devon Avenue, Lincolnwood, IL 60712.

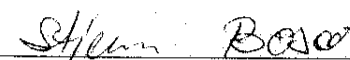
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 FEBRUARY 14, 2013.

GRANTOR:

A.S.B. PROPERTIES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 
**ANNA BASIC, Managing Member of A.S.B. PROPERTIES LLC,
an Illinois limited liability company**

By: 
**STJEPAN BASIC, Managing Member of A.S.B. PROPERTIES
LLC, an Illinois limited liability company**

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER:

FIRST BANK OF HIGHLAND PARK

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

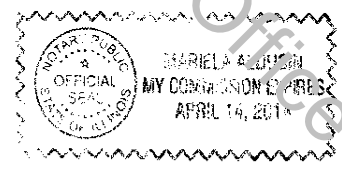
STATE OF Illinois)
) SS
COUNTY OF Lake)

On this 4th day of March, 2013 before me, the undersigned Notary Public, personally appeared **ANNA BASIC, Managing Member of A.S.B. PROPERTIES LLC, an Illinois limited liability company** and **STJEPAN BASIC, Managing Member of A.S.B. PROPERTIES LLC, an Illinois limited liability company**, 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 Marcela Alduen Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Lake)

On this 4th day of March, 2013 before me, the undersigned Notary Public, personally appeared Marcus D. Frye and known to me to be the Vice President, authorized agent for **FIRST BANK OF HIGHLAND PARK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST BANK OF HIGHLAND PARK**, duly authorized by **FIRST BANK OF HIGHLAND PARK** 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 **FIRST BANK OF HIGHLAND PARK**.

By Marcus D. Frye Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14

