

UNOFFICIAL COPY



1309934036

RECORDATION REQUESTED BY:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

Doc#: 1309934036 Fee: \$48.25
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/09/2013 09:25 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Central Loan Operations
First National Bank of LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 16, 2013, is made and executed between Chicago Townhouses, LLC, whose address is 8801 White Deer Rd, Danon, IL 60561 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 26, 2007 as Document Number 0729957059.

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

PARCEL 1: THAT PART OF LOT 1 IN ANTONIO'S SUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ANTONIO'S SUBDIVISION RECORDED APRIL 9, 2007 AS DOCUMENT NO. 0709906052, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 102.34 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS WEST, 0.57 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 80.22 FEET TO AN INTERSECTION WITH THE CENTER OF A PARTY WALL AND THE EASTERLY EXTENSION THEREOF FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50 MINUTES 52 SECONDS WEST ALONG THE CENTER OF SAID PARTY WALL AND EASTERLY EXTENSION. 49.38 FEET TO THE WEST FACE OF A BRICK BUILDING; THENCE NORTH 00 DEGREES 03 MINUTES 38 SECONDS EAST ALONG SAID WEST FACE OF BUILDING, 17.41 FEET TO AN INTERSECTION WITH THE CENTER OF A PARTY WALL; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS EAST ALONG THE CENTER OF SAID PARTY WALL AND THE EASTERLY EXTENSION THEREOF, 49.38 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 17.29 FEET TO THE POINT OF BEGINNING, IN COOK

Handwritten signature/initials

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE GRANT OF ACCESS EASEMENT RECORDED AS DOCUMENT NO. 0713115096 AND IN GRANT OF ACCESS EASEMENTS: PHASE 1 RECORDED AS DOCUMENT NO. 0719715111 AND THE DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND PARTY WALL RIGHTS FOR THE EASTGATE VILLAGE HOMEOWNERS ASSOCIATION RECORDED AS DOCUMENT NO. 0713115097 AND AS AMENDED FROM TIME TO TIME, AND THE DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS FOR THE TOWNHOMES AT EASTGATE VILLAGE TOWNHOUSE ASSOCIATION, RECORDED AS DOCUMENT NUMBER NO. 0719715113 AND AS AMENDED FROM TIME TO TIME, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF ACCESS EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT 0610118091 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C. PARCEL 4: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR UTILITY PURPOSES UNDER, THROUGH AND ACROSS THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF UTILITY EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT NO. 0610118089 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C.

PARCEL 4: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR UTILITY PURPOSES UNDER, THROUGH AND ACROSS THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF UTILITY EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT NO. 0610118089 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C.

The Real Property or its address is commonly known as 2513 S. Martin Luther King Dr., #5-B, Chicago, IL 60608. The Real Property tax identification number is 17-27-129-029-0000.

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

The maturity date of the Note is June 16, 2013.

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.

UNOFFICIAL COPY

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 FEBRUARY 16, 2013.

GRANTOR:

CHICAGO TOWNHOUSES, LLC

By: Anita Meeks
Anita Meeks, Member of Chicago Townhouses, LLC

By: Robert T McDonnell
Robert T McDonnell, Member of Chicago Townhouses, LLC

By: Michael J McDonnell
Michael J McDonnell, Member of Chicago Townhouses, LLC

By: Karen I McDonnell
Karen I McDonnell, Member of Chicago Townhouses, LLC

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

X P. Kevin McLaughlin
P. Kevin McLaughlin, Senior Vice President

Deputy Clerk of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Anita Meeks, Member of Chicago Townhouses, LLC; Robert T McDonnell, Member of Chicago Townhouses, LLC; Michael J McDonnell, Member of Chicago Townhouses, LLC; and Karen I McDonnell, Member of Chicago Townhouses, 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.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

PROPOSED BY COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **P. Kevin McLaughlin** and known to me to be the **Senior Vice President**, authorized agent for **First National Bank of LaGrange** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of LaGrange**, duly authorized by **First National Bank of LaGrange** 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 National Bank of LaGrange**.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office