

RECORDATION REQUESTED BY:

Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

SEND TAX NOTICES TO:

Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

H25329390

This Modification of Mortgage prepared by:

Joyce B. Whaley #7548924-5 (DMT), Senior Loan Processor
Oxford Bank & Trust
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

ORIGINAL

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 2, 2013, is made and executed between Group One Properties LLC, an Illinois Limited Liability Company, whose address is 2436 Pinecrest Lane, Westchester, IL 60154 (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 6, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 7, 2006 by the cook county recorder of deeds as document number 0631141210 and modified from time to time.

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

LOTS 62 AND 63 IN WELSH'S RESUBDIVISION OF BELLWOOD OF LOTS 45 TO 52 INCLUSIVE, 104 TO 115 INCLUSIVE, IN BELLWOOD, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 1893 AS DOCUMENT NUMBER 1796076 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3508 Warren Avenue, Bellwood, IL 60104. The Real Property tax identification number is 15-09-321-136-0000.

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

The interest rate is being changed from a fixed rate of 6.70% to a fixed rate of 5.00%. The amortization

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 7548924-5

(Continued)

Page 2

schedule will be reset to 25 years at this time. New principal and interest payments in the amount of \$1,906.00 will be due on the 1st of each month beginning on November 1, 2013 and will continue until paid in full or loan maturity. The prepayment penalty will be 3%, 2%, 1% if the loan is refinanced with another financial institution. All other terms and conditions shall 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 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.

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) OR 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 PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 2, 2013.

GRANTOR:

GROUP ONE PROPERTIES LLC

By: 

Booker Jordan, Member of Group One Properties LLC

LENDER:

OXFORD BANK & TRUST

X 

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 7548924-5

(Continued)

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

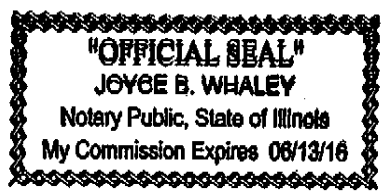
STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 2nd day of October, 2013 before me, the undersigned Notary Public, personally appeared **Booker Jordan, Member of Group One Properties LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6/13/2016



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7548924-5

Page 4

LENDER ACKNOWLEDGMENT

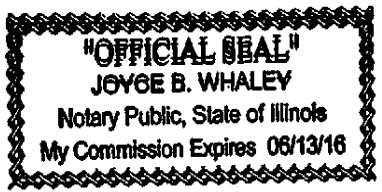
STATE OF Illinois)
)
) SS
 COUNTY OF DuPage)

On this 2nd day of October, 2013 before me, the undersigned Notary Public, personally appeared Brian Tutunji and known to me to be the Vice President, authorized agent for Oxford Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oxford Bank & Trust, duly authorized by Oxford Bank & Trust 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 Oxford Bank & Trust.

By Joyce B. Whaley Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6/13/2016



County Clerk's Office