

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Community Financial  
Bank  
Joliet Branch  
2801 Black Road  
Joliet, IL 60435



Doc#: 1330416002 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/31/2013 10:02 AM Pg: 1 of 7

**WHEN RECORDED MAIL TO:**

First Community Financial  
Bank  
Joliet Branch  
2801 Black Road  
Joliet, IL 60435

**SEND TAX NOTICES TO:**

Burns Patel Properties, L.L.C.  
3531 Vanilla Grass Drive  
Naperville, IL 60564

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Cindy Jones, Loan Processor 5-271  
First Community Financial Bank  
2801 Black Road  
Joliet, IL 60435

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2013, is made and executed between Burns Patel Properties, L.L.C. (referred to below as "Grantor") and First Community Financial Bank, whose address is 2801 Black Road, Joliet, IL 60435 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 10, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on November 14, 2008 as Document No. 0831908170 in the Office of the Cook County Recorder, State of Illinois.

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

See SEE SCHEDULE "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8605 W. Johnston Road, Burr Ridge, IL 60527; 165 N. Canal Street, Apt. #715, Chicago, IL 60606; 2547 W. Moffat Street, Unit #3, Chicago, IL 60647; 759 W. Evergreen Avenue, Apt. #759A, Chicago, IL 60610; 720 W. Scott Street, Apt. #3W, Chicago, IL 60610; 529 N. Peoria Street, Chicago, IL 60642. The Real Property tax identification number is 17-09-325-009-1051; 17-09-325-009-1660; 17-04-113-100-1097; 17-04-113-100-1111; 13-36-415-092-1003; 18-31-307-011; 17-08-243-034-0000.

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

**This Modification of Mortgage reflects the following:**

(1) That the above referenced Mortgage now secures a Promissory Note dated August 10, 2013 in the original principal amount of \$1,315,753.38 to Lender bearing a fixed interest rate together with all

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and

(2) The word Lender means First Community Financial Bank, successor by merger to First Community Bank of Joliet, its successors and assigns; and to include the following language:

**(3) 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 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

**(4) CROSS-COLLATERALIZATION.**

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**(5) 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.

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 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

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## MODIFICATION OF MORTGAGE (Continued)

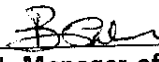
representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2013.**

**GRANTOR:**

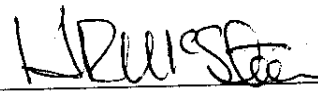
**BURNS PATEL PROPERTIES, L.L.C.**

By:   
Thomas E. Burns, Jr., Manager of Burns Patel Properties,  
L.L.C.

By:   
Bharti K. Patel, Manager of Burns Patel Properties, L.L.C.

**LENDER:**

**FIRST COMMUNITY FINANCIAL BANK**

x   
Authorized Officer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

) SS

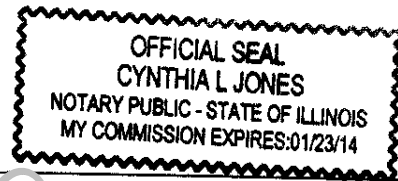
COUNTY OF Will )

On this 11<sup>th</sup> day of August, 2013 before me, the undersigned Notary Public, personally appeared **Thomas E. Burns, Jr., Manager of Burns Patel Properties, L.L.C. and Bharti K. Patel, Manager of Burns Patel Properties, L.L.C.**, 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 Cynthia L Jones Residing at Cook IL

Notary Public in and for the State of Illinois

My commission expires 1/23/14



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF Will )

On this 10 day of August, 2013 before me, the undersigned Notary Public, personally appeared Harold J. McKen and known to me to be the Sup, authorized agent for **First Community Financial Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Financial Bank**, duly authorized by **First Community Financial Bank** 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 Community Financial Bank**.

By Cynthia L. Jones Residing at 221 W. 1st St.

Notary Public in and for the State of ILLINOIS

My commission expires 1/23/14



PLS  
 State of Illinois  
 County Clerk's Office

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## Schedule "A"

**PARCEL 1:**

UNIT 715 AND P-7 IN THE RANDOLPH PLACE RESIDENCES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS OR PARTS OF LOTS IN BLOCK 29 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97984169, AND TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE RANDOLPH PLACE RESIDENCES CONDOMINIUM ASSOCIATION RECORDED AS DOCUMENT NUMBER 08192544, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY ILLINOIS.

Pins: 17-09-325-009-1051 and 17-09-325-009-1660  
165 N. Canal Street, Units 715 and P-T7

**PARCEL 2:**

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, SUPPORT, MAINTENANCE AND ENJOYMENT AS SET FORTH IN THE DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 08192543.

**PARCEL 3:**

UNIT 720-3W, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN NORTH TOWN VILLAGE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NO. 0010906035, AS AMENDED FROM TIME TO TIME IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Pin: 17-04-113-100-1097  
720 West Scott Street, Apt.3W

**PARCEL 4:**

UNIT 759-A, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN NORTH TOWN VILLAGE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NO. 0010906035, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Pin: 17-04-113-100-1111  
759 W. Evergreen Avenue, Unit A

**PARCEL 5:**

UNIT 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 2547 W. MOFFAT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0435727103, IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin: 13-36-415-092-1003  
2547 West Moffat Street, Unit 3

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## Schedule "A"

**PARCEL 6:**

THE EXCLUSIVE RIGHT TO THE USE OF P-3, COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 0435727103, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

LOT 36 IN HIGHLAND FIELDS, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Pin: 18-31-307-011-0000

8605 W. Johnston Street, Burr Ridge IL

**PARCEL 8:**

LOT 15 IN VIA COMO DUE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION, A SUBDIVISION OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 2002, AS DOCUMENT NUMBER 0020871597, IN COOK COUNTY, ILLINOIS.

Pin: 17-08-243-034-0000

529 N. Peoria Street, Chicago

**PARCEL 9:**

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL EIGHT, AFORESAID, AS SET FORTH IN THE DECLARATION RECORDED AUGUST 19, 2002, AS DOCUMENT NUMBER 0020906743.