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Doc#: 1405815032 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/27/2014 03:03 PM Pg: 1 of 4

RECORDATION REQUESTED BY:
BANCO POPULAR NORTH
AMERICA
Rosemont Headquarters
9600 W. Bryn Mawr Ave.
Rosemont, IL 60018

WHEN RECORDED MAIL TO:
BANCO POPULAR NORTH
AMERICA
Loan Servicing, M/C 3-1
9600 W. Bryn Mawr
Rosemont, IL 60018

SEND TAX NOTICES TO:
BANCO POPULAR NORTH
AMERICA
Real Estate Escrow Dept. 3rd
Floor
9600 W. Bryn Mawr
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Brian Dittman, Loan Documentation Specialist, Lic # 1XXX4571-10201
BANCO POPULAR NORTH AMERICA
9600 W. Bryn Mawr Ave.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 20, 2014, is made and executed between C&R Real Estate Development, LLC, an Illinois limited liability company, whose address is 1240 N. Homan Ave., Chicago, IL 60651 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 9600 W. Bryn Mawr Ave., Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 26, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated March 26, 2012 and recorded in the office of the Cook County Recorder of Deeds on May 29, 2012 as Document Numbers 1215019076 and 1215019077.

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

THE EAST 313 FEET OF THAT PART OF LOT 1 OF SUPERIOR COURT PARTITION OF THE EAST ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF POTOMAC AVENUE WEST OF THE WEST LINE OF HOMAN AVENUE AND EASTERLY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD COMPANY RIGHT OF WAY AND NORTH OF A LINE 300 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DIVISION STREET, IN COOK COUNTY, ILLINOIS.

THE WEST 143 FEET OF THE EAST 456 FEET OF THE NORTH 287.9 FEET OF THAT PART OF LOT 1 OF SUPERIOR COURT PARTITION OF THE EAST ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10201

OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF POTOMAC AVENUE WEST OF THE WEST LINE OF HOMAN AVENUE AND EASTERLY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1240 N. Homan Avenue, Chicago, IL 60651. The Real Property tax identification number is 16-02-224-005 & 006.

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

Effective January 20, 2014, the outstanding indebtedness on the existing Mortgage is increased from \$406,249.97 to \$603,937.37. Therefore, all references in the Mortgage and other loan documents to \$500,000.00 are hereby deleted and inserted in lieu thereof are corresponding references to \$603,937.37. 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 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 JANUARY 20, 2014.

GRANTOR:

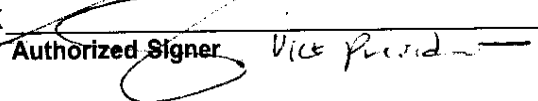
C&R REAL ESTATE DEVELOPMENT, LLC

By: 
Charles Rizzo, Manager of C&R Real Estate Development, LLC

By: 
Nick Corriero, Manager of C&R Real Estate Development, LLC

LENDER:

BANCO POPULAR NORTH AMERICA

X 
Authorized Signer Vice President

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10201

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

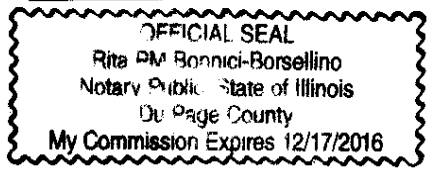
STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

On this 11TH day of FEBRUARY, 2014 before me, the undersigned Notary Public, personally appeared **Charles Rizzo, Manager of C&R Real Estate Development, LLC and Nick Corriero, Manager of C&R Real Estate Development, 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 [Signature] Residing at 21460 WOOD WALK LOMBARD IL 60148

Notary Public in and for the State of ILLINOIS

My commission expires 12/17/2016



DuPage County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10201

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 14th day of FEBRUARY, 2014 before me, the undersigned Notary Public, personally appeared LUKE DOSTENWUSE and known to me to be the V.P., authorized agent for **BANCO POPULAR NORTH AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANCO POPULAR NORTH AMERICA**, duly authorized by **BANCO POPULAR NORTH AMERICA** 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 **BANCO POPULAR NORTH AMERICA**.

By Janet L Rosch Residing at 9600 W. Bryn Mawr

Notary Public in and for the State of ILLINOIS

My commission expires _____



County Clerk's Office