

STEWART TITLE
800 E. DIEHL ROAD
SUITE 180
NAPERVILLE, IL 60563

01146-19271

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 30th day of June, 2014, between NOAH ENTERPRISES, L.L.C. - 730 N. LOTUS SERIES, a Illinois Limited Liability Company, whose address is 5479 N. MILWAUKEE AVENUE, Chicago, Illinois 60630 ("Mortgagor"), and GreenChoice Bank, fsb whose address is 5225 W. 25th Street, Cicero, Illinois 60804 ("Lender").

GreenChoice Bank, fsb and Mortgagor entered into a Mortgage dated September 21, 2012 and recorded on October 12, 2012, filed for record in records of COOK of COUNTY, State of Illinois, with recorder's entry number 1228633126 ("Mortgage"). The Mortgage covers the following described real property:

Address: 730 NORTH LOTUS, Chicago, Illinois 60644

Legal Description: LOT 7 (EXCEPT THE SOUTH 12 1/2 FEET THEREOF) IN MERRICK'S SUBDIVISION OF BLOCK 5 IN MERRICK'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 16-09-101-017-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- This modification of mortgage is to remove the maturity date

This modification is to correct the vesting in title.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

UNOFFICIAL COPY

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

NOAH ENTERPRISES, L.L.C. - 730 N. LOTUS SERIES

By: ANDREW BULKOWSKI
Its: Managing Member

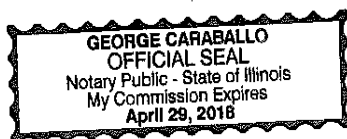
Date

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

This instrument was acknowledged on the 20th DAY OF JUNE 2014, by ANDREW BULKOWSKI, Managing Member on behalf of NOAH ENTERPRISES, L.L.C. - 730 N. LOTUS SERIES, a Illinois Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 04/29/2018



(Official Seal)

George Caraballo
Cook County, IL
Identification Number 731293

UNOFFICIAL COPY**LENDER: GreenChoice Bank, fsb**

 (Seal)
 By: Jon Levey Date
 Its: Chief Lending Officer

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)


COUNTY OF COOK)

This instrument was acknowledged on the 30TH DAY OF JUNE 2014, by Jon Levey, Chief Lending Officer on behalf of GreenChoice Bank, fsb, a(n) Federal Savings Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 04/24/2018

CHICAGO residing at IL
60641


GEORGE CARABALLO
 Cook County, IL

Identification Number 731293

(Official Seal)



THIS INSTRUMENT PREPARED BY:
 GreenChoice Bank, fsb
 5225 W. 25th Street
 CICERO, IL 60804

AFTER RECORDING RETURN TO:
 GreenChoice Bank, fsb
 5225 W. 25th Street
 CICERO, IL 60804

Initials
