

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

211903

This Modification of Mortgage prepared by:

**Michelle Martinez, Loan Documentation Specialist, Ln # XXX1XX13131-19001
BANCO POPULAR NORTH AMERICA
9600 W. Bryn Mawr Ave.
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 5, 2014, is made and executed between Martorina Family LLC, an Illinois Limited Liability Company, whose address is 2621 W. Grand Ave., Chicago, IL 60612 (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 June 22, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated June 22, 2010 and recorded in the Public Records of Cook County Recorder of Deeds on July 8, 2010 as document numbers 1018926282 and 1018926283.

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

LOTS 1, 2, 3, 4 AND 5 IN IDA ORTLEPP'S SUBDIVISION OF LOTS 20, 21, 22 AND 23 IN BLOCK 25 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1160-1166 W. Grand Ave. / 509 N. Racine Ave., Chicago, IL 60642. The Real Property tax identification number is 17-08-237-008-0000, 17-08-237-009-0000, 17-08-237-010-0000, 17-08-237-011-0000, & 17-08-237-012-0000.

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

Effective July 5, 2014, the outstanding indebtedness on the existing Mortgage and Note is increased from

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

Loan No: 19001

Page 2

\$1,332,335.50 to \$1,450,000.00. Therefore all references in the loan documents to \$1,332,335.50 are hereby deleted and inserted in lieu thereof are corresponding references to \$1,450,000.00. All other terms and conditions of the Mortgage and Assignment of Rents 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 JULY 5, 2014.

GRANTOR:

MARTORINA FAMILY LLC

By: 

Ignazio Martorina, Manager of Martorina Family LLC

LENDER:

BANCO POPULAR NORTH AMERICA

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 19001

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 31st day of July, 2014 before me, the undersigned Notary Public, personally appeared Ignazio Martorina, Manager of Martorina Family 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 Mary Ann Martorina Residing at 1166 W. Grand Avenue

Notary Public in and for the State of Illinois

My commission expires July 25, 2017
Mary Ann Martorina



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 19001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 4th day of August, 2014 before me, the undersigned Notary Public, personally appeared Adnan Assad and known to me to be the SVP, 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 Mary Jane Tallon Residing at _____

Notary Public in and for the State of Illinois

My commission expires 04.14.2017

