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RECORDING REQUESTED BY:

U.S. Bank National Association
11 West Madison Street
Oak Park, IL 60302

WHEN RECORDED MAIL TO:
THIS INSTRUMENT WAS PREPARED BY:

Ross D. Taylor
KRIEG DEVAULT LLP
30 N. LaSalle Street
Suite 2800
Chicago, IL 60602

25-0021023626-17323 GS 54
(Modifies Document No. 1228535024)



Doc#: 1428134052 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/08/2014 11:23 AM Pg: 1 of 4

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE is effective as of July 1, 2014, is made and executed between B & M BUILDING PARTNERSHIP, whose address is 4404 W. Fullerton Avenue, Chicago, IL 60639 (referred to herein as the "Grantor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, whose address is 11 W. Madison Avenue, Oak Park, IL 60302 (referred to herein as "Lender").

MORTGAGE. Grantor and Lender have entered into a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 26, 2012 (as amended or modified, the "Mortgage") which has been recorded in the Office of the Cook County Recorder on **October 11, 2012 as Document No. 1228535024.**

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

LOT 29 IN BLOCK 25 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4430-32 W. Fullerton, Chicago, IL 60639.

The Real Property Tax identification number is 13-27-327-024-0000.

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

| | |
|-----|---------------|
| S | <u> 4 </u> |
| P | <u> 4 </u> |
| S | <u> M </u> |
| M | <u> M </u> |
| SC | <u> 4 </u> |
| E | <u> 4 </u> |
| INT | <u> 4M </u> |

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“Note” is hereby amended in its entirety to: The word “Note” means the Promissory Note dated January 14, 2008 in the original principal amount of \$825,000.00 from Borrower to Lender, as modified by that certain Loan Extension Agreement dated June 19, 2012, that certain Loan Extension Agreement dated September 26, 2012 and that certain Loan Modification Agreement, dated effective as of July 1, 2014, providing a maturity date of July 1, 2017, together with all renewals of, extensions of, consolidations of, refinancings of, and substitutions for the Note or Agreement

“2007 Loan Note” hereby amended in its entirety to: The phrase “2007 Loan Note” means the Promissory Note dated October 26, 2007 in the original principal amount of \$1,400,000.00 from Borrower to Lender, as modified by that certain Loan Extension Agreement dated June 19, 2012, that certain Loan Extension Agreement dated September 26, 2012 and that certain Loan Modification Agreement, dated effective as of July 1, 2014, providing a maturity date of July 1, 2017, together with all renewals of, extensions of, consolidations of, refinancings of, and substitutions for the Note or Agreement

CONTINUING VALIDITY. This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Lender, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Lender shall not be impaired hereby.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS EFFECTIVE AS OF THE EFFECTIVE DATE AND HAS BEEN EXECUTED AS OF THE DATE THE LENDER’S SIGNATURE IS NOTARIZED BELOW.

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GRANTOR:

B & M BUILDING PARTNERSHIP

By: *Vasilios Benetatos*
Vasilios Benetatos, a General Partner

By: *Andreas Benetatos*
Andreas Benetatos, a General Partner

By: *James Mourikes*
James Mourikes, a General Partner

By: *Andrew Mourikes*
Andrew Mourikes, a General Partner

LENDER:

U.S. BANK NATIONAL ASSOCIATION, a national banking association,
as successor-in-interest to the Federal Deposit Insurance Corporation,
Receiver for Park National Bank

By: *Michael Meloni*
Its Authorized Agent

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vasilios Benetatos, Andreas Benetatos, James Mourikes and Andrew Mourikes, as General Partners of **B & M BUILDING PARTNERSHIP**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its partnership agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to executed the Modification and in fact executed the Modification on behalf of the partnership.

WITNESS, my hand and Notarial Seal this 11 day of September, 2014.

My Commission Expires



Patty Pavlis

My County of Residence:

Cook

Patty Pavlis

Printed

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

Before me, a Notary Public, in and for said County and State, personally appeared Pawel Ligas, known to me to be a Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 22nd day of Sept, 2014.

My Commission Expires

Aug 9, 2015

C. Petrassi

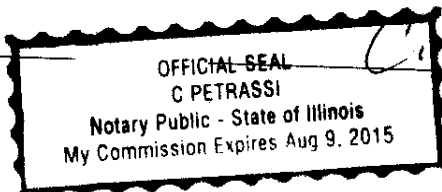
Notary Public

My County of Residence:

Cook

C. Petrassi

Printed



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