## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/28/2016 09:44 AM PG: 1 OF 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
SA - GRAND AVE TOWERS , 11051646-1
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

A-928 2010 2/14
Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 15, 2016, is made and executed between GRAND AVENUE TOWERS, LLC, whose address is 4644 N CUMBERLAND, CHICAGO, IL 60656 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 20, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON JANUARY 13, 2006 IN THE COUNTY OF COCK WITH DOCUMENT NUMBERS 0601302230 AND 0601302231.

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

LOTS 2, 3, AND 4 IN VOLK BROTHERS' SUBDIVISION OF LOT 1 IN E.A. CUMMINGS AND COMPANY'S RESUBDIVISION OF LOT IN MONT CLARE HOME ADDITION IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 7812-7816 W GRAND AVENEU, ELMWOOD PARK, IL 60707. The Real Property tax identification number is 12-25-316-124.

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

EXTEND MATURITY DATE BY ONE YEAR UNTIL AUGUST 15, 2017. LOWERED THE INTEREST RATE FROM 4.90% FIXED TO 4.00% FIXED. 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



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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 AUGUST 15, 2016.

**GRANTOR:** 

GRAND AVENUE TOWERS, LLC

**GRAND AVENUE** County Clark's Office

LENDER:

FIRST NATIONS BANK

Authorized Signer

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## MODIFICATION OF MORTGAGE

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MY COMMISSION EXPIRES:01/14/17

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF ) SS COUNTY OF COOK , 2016 before me, the undersigned Notary day of AUGUST On this Public, personally appeared JACQUELYN C MAZZA, Manager of GRAND AVENUE TOWERS, 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. MOZZZDAKE +K Residing at Ву Notary Public in and for the State of OFFICIAL SEAL My commission expires SAL ALAIMO The Contraction of the Contracti NOTARY PUBLIC - STATE OF ILLINOIS

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LENDER ACKNOWLEDGMENT		
STATE OF	)	
	) SS	
COUNTY OF	)	
On this day of AUGUST  Public, personally appeared, authorized agent for FIRST NATIONS BAI acknowledged said instrument to be the free and	<b>VK</b> that executed the within and foregoing instru	ıment and
authorized by FIRST NATION'S BANK through its botherein mentioned, and on oath stated that he or she executed this said instrument on behalf of FIRST NAT	ard of directors or otherwise, for the uses and e is authorized to execute this said instrument a	purposes

20. ,25 Ph LaserPro, Ver. 16.1.10.003 Copr. D+H USA Corporation 1997 2016. J:\HARLANDLP\CFI\LPL\G201.FC TR-1525 PR-78