

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
Commercial Loan Corporation  
2210 Midwest Road, Suite 211  
Oak Brook, IL 60523



Doc#: 0409201240  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 04/01/2004 12:29 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
Commercial Loan Corporation  
2210 Midwest Road, Suite 211  
Oak Brook, IL 60523

SEND TAX NOTICES TO:  
420 Lofts LLC  
2901 Butterfield Road  
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

Case# 0019402

This Modification of Mortgage prepared by:

Susan L Brown, Loan Administrator  
Commercial Loan Corporation  
2210 Midwest Road, Suite 211  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2004, is made and executed between 420 Lofts LLC; an Illinois Limited Liability Company (referred to below as "Grantor") and Commercial Loan Corporation, whose address is 2210 Midwest Road, Suite 211, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 26, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 13, 2001 in the Office of the Cook County Recorder as Document number 0011182381; Modification of Mortgage recorded December 18, 2002 in the Office of the Cook County Recorder as Document number 0021405203; Modification of Mortgage recorded May 21, 2003 in Office of the Cook County Recorder as Document number 0314118098; Modification of Mortgage recorded November 26, 2003 in Office of the Cook County Recorder as Document number 0333034132.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Condominium Units 420-1, 420-2, and 420-3, 420 West Ontario Street, Chicago, IL 60610. The Real Property tax identification number is See Exhibit "A" attached hereto and made a part hereof

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

Extend maturity date of the Note from February 1, 2004 to June 1, 2004. 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

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

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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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2004.**

**GRANTOR:**

**420 LOFTS LLC**

**LION CAPITAL INVESTMENT FUND III, LLC, Manager of 420 Lofts LLC**

By: 

**Nicholas J. Helmer, Jr., Member of Lion Capital Investment Fund III, LLC**

**LION CAPITAL DEVELOPMENT, L.L.C., Manager of Lion Capital Investment Fund III, LLC**

By: 

**Nicholas J. Helmer, Jr., Member of Lion Capital Development, L.L.C.**

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## MODIFICATION OF MORTGAGE

(Continued)

LENDER:

COMMERCIAL LOAN CORPORATION

x Peter Huser, President  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

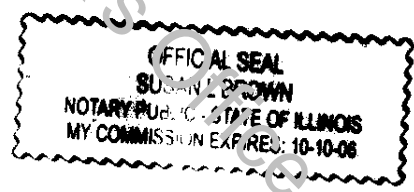
STATE OF Illinois )  
 ) SS  
COUNTY OF DeWitt )

On this 15 day of September, 2004 before me, the undersigned Notary Public, personally appeared **Nicholas J. Helmer, Jr., Member of Lion Capital Investment Fund III, LLC; Nicholas J. Helmer, Jr., Member of Lion Capital Development, L.L.C.**, 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 Susan F. Brown Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 10/10/06



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DePue )

On this 1<sup>st</sup> day of February, 2004 before me, the undersigned Notary Public, personally appeared Robert H. Reser and known to me to be the President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Susan L. Brown Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 10/10/06



*[Faint, illegible text]*

*[Large diagonal watermark: Cook County Clerk's Office]*

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Exhibit "A"

## LEGAL DESCRIPTION RIDER

**PARCEL ONE:**

UNITS 420-1, 420-2, AND 420-3, IN THE 420 W. ONTARIO RESIDENTIAL CONDOMINIUM, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN YOUNG'S SUBDIVISION OF PART OF "KINGSBURY TRACT" IN THE EAST ½ OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING EAST OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 06, 1999 AS DOCUMENT 99947221, IN COOK COUNTY, ILLINOIS, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR 420 W. ONTARIO RESIDENTIAL CONDOMINIUM DATED OCTOBER 9, 2001 RECORDED NOVEMBER 13, 2001 AS DOCUMENT 1197047 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION. -dec

Commonly known as:

Units 420-1, 420-2 and 420-3  
420 W. Ontario Residential Condominium  
420 West Ontario Street, Chicago, IL 60610.

Permanent Real Estate Index Numbers:

17-09-127-037-1001  
17-09-127-037-1002  
17-09-127-037-1003

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Exhibit "A" continued

**LEGAL DESCRIPTION RIDER** (con't.)**PARCEL TWO:**

PARKING UNITS P402, P403, P404, P405, P406, P407, P408, P409, P410, P411, P425, P429, P526, P527, P528, P531, P603, P604, P605, P606, P607, P608, P609, P610, P615, P626, P627, P628, P629, AND P630 IN ERIE CENTRE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BLOCK 1 OF THE ASSESSOR'S DIVISION, OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM AS AMENDED FROM TIME TO TIME, RECORDED SEPTEMBER 29, 1997 AS DOCUMENT 97719736, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

At 435 West Erie Street, Erie Centre Condominium, Chicago, IL 60610.

**Permanent Real Estate Index Numbers:**

17-09-127-031-1312  
 17-09-127-031-1313  
 17-09-127-031-1314  
 17-09-127-031-1315  
 17-09-127-031-1316  
 17-09-127-031-1317  
 17-09-127-031-1318  
 17-09-127-031-1319  
 17-09-127-031-1320  
 17-09-127-031-1321

17-09-127-031-1335  
 17-09-127-031-1339  
 17-09-127-031-1379  
 17-09-127-031-1380  
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 17-09-127-031-1384  
 17-09-127-031-1399  
 17-09-127-031-1400  
 17-09-127-031-1401  
 17-09-127-031-1402

17-09-127-031-1403  
 17-09-127-031-1404  
 17-09-127-031-1405  
 17-09-127-031-1406  
 17-09-127-031-1421  
 17-09-127-031-1422  
 17-09-127-031-1423  
 17-09-127-031-1424  
 17-09-127-031-1425  
 17-09-127-031-1426