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0430334176

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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/29/2004 04:18 PM Pg: 1 of 5

Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559
When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 1, 2004. The parties and their addresses are:

MORTGAGOR:

2929 PATRIOT BLVD., L.L.C.
An Illinois Limited Liability Company
6868 N. Western Avenue
Chicago, Illinois 60645

LENDER:

LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated October 10, 2002 and recorded on October 24, 2002 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at Document No. 0021170014
Mortgage modification increasing amount to \$8,526,000.00 was recorded November 12, 2002 as Document No. 0021243710 and covered the following described Property:

See attached Exhibit A

The property is located in Cook County at Northeast Corner of Willow Road and Patriot Boulevard, Glenview, Illinois 60025.

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

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A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6046269-01, dated October 10, 2002, from Mortgagor to Lender, with a loan amount of \$8,000,000.00, with an interest rate of 4.5 percent per year until December 1, 2004, then with a variable interest rate of 4.750 percent per year until September 2, 2004, after which time it may change as the promissory note prescribes and maturing on June 1, 2009. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

2929 Patriot Blvd., L.L.C.

By Barry Brown

Barry S. Brown, Member

By Audree Brown

Audree Brown, Member

LENDER:

LAKESIDE BANK

By _____

David V. Pinkerton, Senior Vice President

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ACKNOWLEDGMENT.

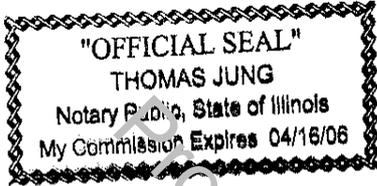
(Business or Entity)

County OF Cook, State OF Illinois ss. 27th day of October, 2004
This instrument was acknowledged before me this _____ day of _____, _____
by Barry S. Brown - Member of 2929 Patriot Blvd., L.L.C. a Limited Liability Company on behalf of the Limited
Liability Company.

My commission expires:

[Signature]

(Notary Public)



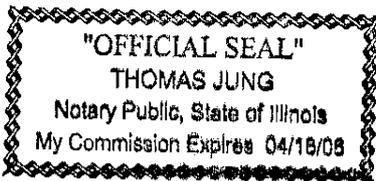
(Business or Entity)

County OF Cook, State OF Illinois ss. 27th day of October, 2004
This instrument was acknowledged before me this _____ day of _____, _____
by Audree Brown - Member of 2929 Patriot Blvd., L.L.C. a Limited Liability Company on behalf of the Limited
Liability Company.

My commission expires:

[Signature]

(Notary Public)



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(Lender Acknowledgment)

_____ OF _____, _____ OF _____ ss.

This instrument was acknowledged before me this _____ day of _____, _____ by David V. Pinkerton -- Senior Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

(Notary Public)

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 1 IN THE PATRIOT MARKETPLACE SUBDIVISION OF LOT 1 IN THE SUBDIVISION NO. 2 OF GLENVIEW NAVAL AIRSTATION, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO PART OF LOT 4 IN ASSESSOR'S DIVISION OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER CROSS-ACCESS AREAS, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATRIOT MARKETPLACE SUBDIVISION, DATED DECEMBER 10, 2001 AND RECORDED JANUARY 8, 2002 AS DOCUMENT 0020026172.

PIN: 04-22-100-043

Located at the Northeast Corner of Willow Road and Patriot Boulevard,
Glenview, Illinois