

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
Manufacturers Bank
Commercial Real Estate
2 S. LaSalle Street
Chicago, IL 60603



Doc#: 0505647238
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/25/2006 02:13 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

42603 432/3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan # 14500
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2005 is made and executed between Southport Properties, LLC, whose address is 2315 N. Southport Avenue, Chicago, IL 60614 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 2 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 21, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 21, 2000 executed by Adrian Winick ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to Manufacturers Bank ("Lender"), recorded on February 23, 2000 as document no. 00131702, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 23, 2000 as document no. 00131703.

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

LOT 34 IN BLOCK 5 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2710 N. Wayne Avenue, Chicago, IL 60614. The Real Property tax identification number is 14-29-303-033-0000

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

The word ("Grantor") is amended from Adrian Winick to Southport Properties, LLC.

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows:
The word "Note" means individually and collectively, (i) that certain Promissory Note dated as of January

4

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

Page 2

15, 2005 in the original principal amount of \$183,000.00 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of January 15, 2005 in the original principal amount of \$616,000.00 executed by Borrower and payable to the order of Lender, (iii) that certain Promissory Note dated as of January 15, 2005 in the original principal amount of \$619,000.00 executed by Borrower and payable to the order of Lender, (iv) that certain Promissory Note dated as of January 15, 2005 in the original principal amount of \$619,000.00 executed by Borrower and payable to the order of Lender, and (v) that certain Promissory Note dated as of January 15, 2005 in the original principal amount of \$1,193,000.00 executed by Borrower and payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$6,460,000.00.

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 JANUARY 15, 2005.

GRANTOR:

SOUTHPORT PROPERTIES, LLC

ICM PROPERTIES, INC, Manager of Southport Properties, LLC

By: 

Adrian Winick, President of ICM Properties, Inc

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO
MANUFACTURERS BANK

x Christa K & K, VP
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28 day of January, 2005 before me, the undersigned Notary Public, personally appeared **Adrian Winick, President of ICM Properties, Inc.**, 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 Maura Finn Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/2/08



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this 28 day of January, 2008 before me, the undersigned Notary Public, personally appeared Christina K. Frank and known to me to be the Vice 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 Maura Finn Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/2/08



PROPERTY OF COOK COUNTY CLERK'S OFFICE