

Doc#: 0624127085 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/29/2006 01:55 PM Pg: 1 of 3

#### 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 August 21, 2006. The parties OUNT CLOPTS and their addresses are:

#### MORTGAGOR:

SHEFFIELD PARTNERS 25 LLC An Illinois Limited Liability Company 222 N. LaSalle Street, #800 Chicago, Illinois 60601

#### 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 February 7, 2006 and recorded on February 28, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0605953035 and covered the following described Property:

Lot 35 in Block 4 in Baxter's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-20-417-035-0000.

The property is located in Cook County at 3324 N. Sheffield Avenue, Chicago, Illinois 60657.

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:

Sheffield Partners 25 LLC Illinois Real Estate Modification IL/4XXXdeved00985400005309005082506Y

\$1996 Bankers Systems, Inc., St. Cloud, MN Expers

0624127085 Page: 2 of 3

## **UNOFFICIAL COPY**

- A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:
  - (1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$1,215,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
  - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
    - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6054499-01, dated February 17, 2006, from Mortgagor to Lender, with a loan amount of \$1,215,000.00, with an initial interest rate of 8.75 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and majuring on April 6, 2007. 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 sittler 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 creater 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. Office

MORTGAGOR:

Sheffield Partners 25

Cary Coles Manager

LENDER:

LAKESIDE BANK

V. Pinkerton, Executive Vice President

0624127085 Page: 3 of 3

# **UNOFFICIAL COPY**

ACKNOWLEDGMENT.  (Business or Entity)  STATE OF /UND) , COUNTY OF COOK ss.  This instrument was acknowledged before me this 29th day of AVOVT , 2006 by Cary Coles - Manager of Sheffield Partners 25 LLC a Limited Liability Company on behalf of the Limited Liability Company.  My commission expires: 02/22/19 Karen J. Venetch
"OFFICIAL SEAL" KAREN J. VENETCH Notary Public, State of Illinois My Commission Expires 02/22/09
(Lender Acknowledgment)  STATE OF UNION, COUNTY OF COOK ss.  This instrument was acknowledged before me this 29th day of AUOVST, 2006 by David V. Pinkerton Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.  My commission expires: 02/22/09 Vac. J. Vl. (Notary Public)
"OFFICIAL SEAL" KAREN J. VENETCH Notary Public, State of Illinois My Commission Expires 02/22/09