

# UNOFFICIAL COPY



Doc#: 0718042010 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/29/2007 07:53 AM Pg: 1 of 5

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LSCW 6/6

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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 March 8, 2007. The parties and their addresses are:

**MORTGAGOR:**

1410 WAUKEGAN LLC  
An Illinois Limited Liability Company  
2222 N. Elston  
Chicago, Illinois 60614

**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 July 15, 2005 and recorded on July 20, 2005 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0520102251 and covered the following described Property:

SEE ATTACHED EXHIBIT A AND B

The property is located in Cook County at 1410 Waukegan Road, Glenview, Illinois 60025-2191.

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:

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

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(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. 6052539-01, dated July 15, 2005, from Mortgagor to Lender, with a loan amount of \$5,390,000.00, with an initial interest rate of 8.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 15, 2008. 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.

4. ADDITIONAL TERMS. A first mortgage dated July 15, 2005 and recorded July 20, 2005 as document number 0520102251 (modification of mortgage recorded March 14, 2007 as document number 0707318050), securing a note for \$1,955,000. This mortgage affects Parcel 1. The second mortgage is dated April 18, 2007 and recorded May 4, 2007 as document number 0712441115 securing an indebtedness in the amount of \$828,300. This mortgage affects Parcel 2. Modifying Mortgage on file with Exhibit A attached and adding Exhibit B to cover new parcels being pledged.

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:**

1410 Waukegan LLC

By Baker Development Corporation, Manager

By Warren H. Baker  
Warren H. Baker, President

**LENDER:**

LAKESIDE BANK

By Suzanne Hefson  
Suzanne Hefson, Vice President

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STATE OF ILLINOIS )SS  
COUNTY OF COOK )

The foregoing Instrument was acknowledged before me by

Walter Baker, the President of, and  
Baker Development Corp, the Manager of, and  
1460 Waukegan, IL, the \_\_\_\_\_ of  
\_\_\_\_\_, a(n)

\_\_\_\_\_ Limited Liability Company, on behalf of the Limited Liability Company,

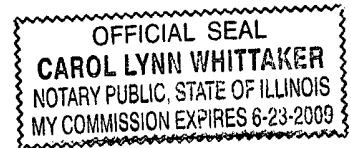
on this 12 day of June, 2007.

Carol Lynn Whittaker

NOTARY PUBLIC

My Commission Expires:

6-23-2009



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## EXHIBIT A

### PARCEL 1:

LOT 1 IN MARYHAVEN UNIT NO. 2, BEING A SUBDIVISION OF THAT PART OF THE EAST 220 FEET OF LOT 7 LYING SOUTH OF A LINE 308.12 FEET, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, ALL IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27 IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED JULY 17, 1963, AS DOCUMENT NO. 18856223, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 1 IN MICHAEL'S SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1988 AS DOCUMENT 88429165 IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1410 WAUKEGAN ROAD, GLENVIEW, ILLINOIS

PIN: #04-26-400-042 AND 04-26-400-077

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## EXHIBIT B

### PARCEL 3:

THE WEST 75 FEET OF THE EAST 295 FEET OF LOTS 7 AND 8 (EXCEPT THEREFROM THE SOUTH 50 FEET OF SAID LOT 8) LYING SOUTH OF THE LINE 308.12 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 16, 1886 AS DOCUMENT NO. 744546, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: LAKE AND WAUKEGAN, GLENVIEW, ILLINOIS

PIN: #06-26-400-032

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