

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
COLE TAYLOR BANK  
REAL ESTATE BANKING  
GROUP  
5501 W. 79TH STREET, 4TH  
FLOOR  
BURBANK, IL 60459

WHEN RECORDED MAIL TO:  
Cole Taylor Bank  
Loan Services  
P.O. Box 88452 - Dept A  
Chicago, IL 60680-8452



Doc#: 0721146089 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/30/2007 12:34 PM Pg: 1 of 4

SEND TAX NOTICES TO  
The Shops at Kingsbury  
Square, LLC  
740 Waukegan Road - Suite  
400  
Deerfield, IL 60015

This Modification of Mortgage prepared by:  
COLE TAYLOR BANK  
COLE TAYLOR BANK  
P.O. BOX 88452 - DEPT. A  
CHICAGO, IL 60680

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 24, 2007, is made and executed between The Shops at Kingsbury Square, LLC (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 5501 W. 79TH STREET, 4TH FLOOR, BURBANK, IL 60459 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 24, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 30, 2006 in the Cook County Recorder's Office as Document Number 0624208213 and an Assignment of Rents dated August 24, 2006 and recorded August 30, 2006 in the Cook County Recorder's Office as Document Number 0624208214.

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

**PARCEL 1:**

LOTS 8 THROUGH 12 INCLUSIVE IN BLOCK 46 IN CHICAGO LAND COMPANY'S RESUBDIVISION OF BLOCKS 36, 37, 46, 47, 48, 55, 56, 62, 63, 70, 71, 74 AND 84 TOGETHER WITH LOT 1 IN BLOCK 50, ALL IN ELSTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 1 THROUGH 7, BOTH INCLUSIVE, IN BLOCK 46 IN ELSTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0001

The Real Property or its address is commonly known as 1500 N. Kingsbury Street/1001 W. Weed Street, Chicago, IL 60622. The Real Property tax identification number is 17-05-212-001-0000 & 17-05-212-002-0000 & 17-05-212-003-0000 & 17-05-212-004-0000 & 17-05-212-005-0000 & 17-05-212-006-0000 & 17-05-212-007-0000 & 17-05-212-008-0000 & 17-05-212-009-0000 & 17-05-212-010-0000.

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$3,000,000.00 to \$4,000,000.00. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$8,000,000.00.

**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 JULY 24, 2007.**

**GRANTOR:**

**THE SHOPS AT KINGSBURY SQUARE, LLC**

**KINGSBURY BOATYARD, LLC, Manager of The Shops at Kingsbury Square, LLC**

**By: Charles Malk, Manager of Kingsbury Boatyard, LLC**

**LENDER:**

**COLE TAYLOR BANK**

**Authorized Signer**

Property of Cook County

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Lake

) SS

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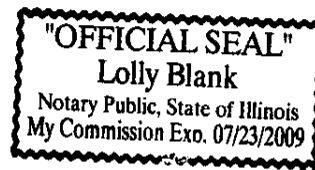
On this 23<sup>rd</sup> day of July, 2007 before me, the undersigned Notary Public, personally appeared **Charles Malk, Manager of Kingsbury Boatyard, LLC, Manager of The Shops at Kingsbury Square, LLC**, and known to me to be a member or designated agent of the limited liability company that executed 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 Lolly Blank

Residing at 590 Rambler Lane, Highland Park, IL

Notary Public in and for the State of Illinois

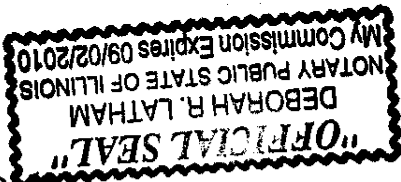
My commission expires 7-23-09



Notary Public of Cook County Clerk's Office

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Property of Cook County



*Deborah R. Latham*

On this 26th day of July, 2007 before me, the undersigned Notary Public, personally appeared David Livogsten and known to me to be the SVP 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 *Deborah R. Latham* Notary Public in and for the State of ILLINOIS

My commission expires 9-2-2010

Residing at 5501 W. 79th St

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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