



Doc#: 0933510058 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/01/2009 02:40 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 October 1, 2009. The parties and their addresses are:

MORTGAGOR:

FLETCHER COMMONS LLC
An Illinois Limited Liability Company
333 S. Desplaines St.
Suite 307
Chicago, IL 60661

LENDER:

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

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated September 25, 2006 and recorded on October 4, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0627710032 and covered the following described Property:

SEE ATTACHED EXHIBIT "A"

The property is located in Cook County at 2422-48 West Fletcher Street
, Chicago, Illinois 60619.

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 and Future Advances. 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. 6056549-01, dated September 25, 2006, from Mortgagor to Lender, with a loan amount of \$4,661,607.54, with an initial interest rate of 5.5 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on October 1, 2010.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate 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 Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) 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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

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

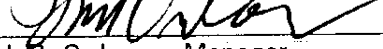
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.


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:

Fletcher Commons LLC

By 
Robert K. Frankel, Manager

By 
Mark R. Ordower, Manager

By 
Felix J. Lampariello, Manager

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LENDER:

LAKESIDE BANK

By [Signature]
Stan J. Bochnowski, Executive Vice President

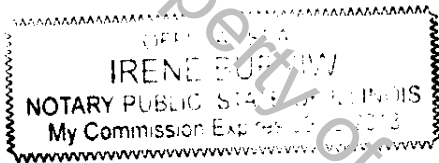
ACKNOWLEDGMENT.

(Business or Entity)

State Illinois OF Illinois, County Cook OF Cook ss.
This instrument was acknowledged before me this 30 day of November, 2009
by Robert K. Frankel - Manager of Fletcher Commons LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

[Signature]
(Notary Public)

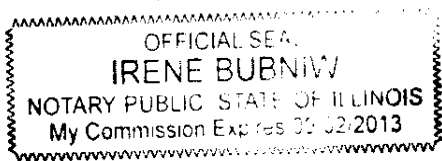


(Business or Entity)

State Illinois OF Illinois, County Cook OF Cook ss.
This instrument was acknowledged before me this 30 day of November, 2009
by Mark R. Ordower - Manager of Fletcher Commons LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

[Signature]
(Notary Public)



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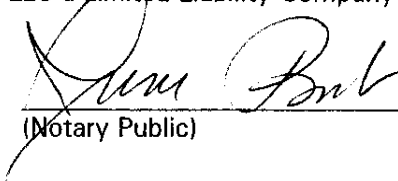
(Business or Entity)

State _____ OF Illinois , County _____ OF Cook ss.

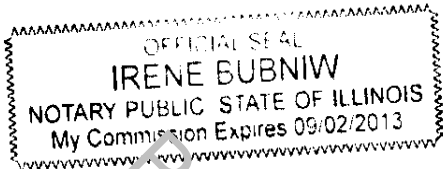
This instrument was acknowledged before me this 30 day of November , 2009

by Felix J. Lampariello - Manager of Fletcher Commons LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:



(Notary Public)



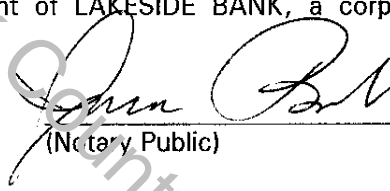
(Lender Acknowledgment)

State _____ OF Illinois , County _____ OF Cook ss.

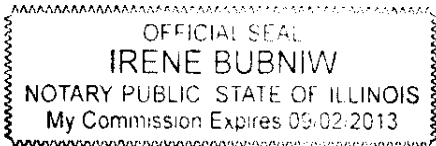
This instrument was acknowledged before me this 30 day of November , 2009

by Stan J. Bochnowski -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:



(Notary Public)



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PARCEL 1

LOTS 13 TO 20, INCLUSIVE, IN BLOCK 1 OF JONES NORTH BRANCH ADDITION, BEING A SUBDIVISION OF LOT 18 (EXCEPT THE NORTH 150.40 FEET OF THE EAST 290.00 FEET THEREOF) IN SNOW ESTATES PARTITION BY THE SUPERIOR COURT OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2

LOTS 11 AND 12, INCLUSIVE, IN BLOCK 1 OF JONES NORTH BRANCH ADDITION, BEING A SUBDIVISION OF LOT 18 (EXCEPT THE NORTH 150.40 FEET OF THE EAST 290.00 FEET THEREOF) IN SNOW ESTATES PARTITION BY THE SUPERIOR COURT OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3

LOTS 21 AND 22, INCLUSIVE, IN BLOCK 1 OF JONES NORTH BRANCH ADDITION, BEING A SUBDIVISION OF LOT 18 (EXCEPT THE NORTH 150.40 FEET OF THE EAST 290.00 FEET THEREOF) IN SNOW ESTATES PARTITION BY THE SUPERIOR COURT OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 13-25-203-041-0000; 13-25-203-044-0000; 13-25-203-028-0000; 13-25-203-029-0000

Commonly known as 2422-48 WEST FLETCHER STREET
CHICAGO, Illinois 60618