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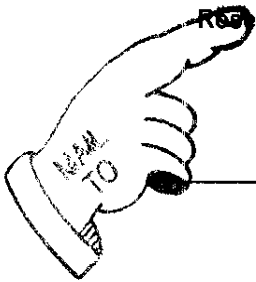
**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
successor in interest to InBank  
Acquired Assets InBank  
15533 South Cicero Avenue  
Oak Forest, IL 60452

Doc#: 1009922124 Fee: \$50.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/09/2010 03:25 PM Pg: 1 of 7

**WHEN RECORDED MAIL TO:**

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



**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

MDrozd/# 56031819002/LR# 93105  
MB Financial Bank, N.A. successor in interest to InBank  
6111 N River Rd  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated June 18, 2009, is made and executed between 2047 W. DIVISION, LLC, whose address is 2047 W DIVISION ST, CHICAGO, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to InBank, whose address is 15533 South Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 18, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 18, 2008 executed by 2047 W. Division, LLC, ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to InBank ("Lender"), recorded on June 26, 2008 as document no. 0817808017, and Assignments of Rent dated June 18, 2008, recorded June 26, 2008 as document no. 0817808018.

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

See Addendum "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2047 W. Division Street, Unit C2, Chicago, IL 60622. The Real Property tax identification number is 17-06-303-048-0000; 17-06-303-052-0000; 17-06-303-053-0000; 17-06-303-054-0000; 17-06-303-062-0000.

S  
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Yes  
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No  
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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 56031819002

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

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 June 18, 2009 in the original principal amount of \$25,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated January 14, 2008 in the original principal amount of \$425,000.00 executed by Borrower payable to the order of Lender, and (iii) that certain Promissory Note dated January 14, 2008 in the original principal amount of \$1,200,000.00 executed by 2047 W. DIVISION, LLC, payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The Real Property Description as described on Addendum "A" and attached to the Mortgage is amended as attached hereto on Addendum "A" of the Modification of Mortgage and the Real Property tax identification number on page 1 of the Mortgage is amended as appears on page 1 of the Modification of Mortgage.

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 \$3,300,000.00.

**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 JUNE 18, 2009.**

**GRANTOR:**

2047 W. DIVISION, LLC

By:   
 \_\_\_\_\_  
 GREGORY R MOHR, Manager of 2047 W. DIVISION, LLC

By:   
 \_\_\_\_\_  
 SCOTT A WEINER, Manager of 2047 W. DIVISION, LLC



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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

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

X [Signature]  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILL )  
 ) SS  
COUNTY OF Will )

On this 18 day of June, 2009 before me, the undersigned Notary Public, personally appeared **GREGORY R MOHR, Manager of 2047 W. DIVISION, LLC** and **SCOTT A WEINER, Manager of 2047 W. DIVISION, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Roberta L. Mitchell Residing at \_\_\_\_\_

Notary Public in and for the State of ILL

My commission expires 3-16-10



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 56031819002

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### LENDER ACKNOWLEDGMENT

STATE OF ILL )  
 )  
 COUNTY OF Will ) SS  
 )

On this 18 day of June, 2009 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the VP, authorized agent for **MB Financial Bank, N.A. successor in interest to InBank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A. successor in interest to InBank**, duly authorized by **MB Financial Bank, N.A. successor in interest to InBank** 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 in fact executed this said instrument on behalf of **MB Financial Bank, N.A. successor in interest to InBank**.

By Roberta L. Mitchell Residing at \_\_\_\_\_

Notary Public in and for the State of ILL

My commission expires 3-16-10



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## ADDENDUM "A"

Property Address: 2047 W. Division St., Unit C2, Chicago, IL

### D. LEGAL DESCRIPTION:

#### PARCEL 1:

THAT PART OF LOTS 18, 19 AND 20 IN SUBDIVISION OF THE NORTH PART OF BLOCK 1 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### LOWER LEVEL:

PARCEL C2 - LOWER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +8.17 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +13.00 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH, A DISTANCE OF 54.10 FEET; THENCE WEST, A DISTANCE OF 24.31 FEET; THENCE NORTH, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 54.10 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH, A DISTANCE OF 6.00 FEET; THENCE WEST, A DISTANCE OF 0.20 FEET; THENCE SOUTH, A DISTANCE OF 1.10 FEET; THENCE WEST, A DISTANCE OF 24.11 FEET; THENCE NORTH, A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +22.17 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 61.20 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.11 FEET; THENCE SOUTH, A DISTANCE OF 35.27 FEET; THENCE WEST, A DISTANCE OF 24.11 FEET; THENCE NORTH, A DISTANCE OF 35.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### FIRST FLOOR:

PARCEL C2 - UPPER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 10.13 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.49 FEET; THENCE SOUTH, A DISTANCE OF 43.97

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Legal Description (Continued):

FEET; THENCE WEST, A DISTANCE OF 24.49 FEET; THENCE NORTH, A DISTANCE OF 43.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 62.03 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.49 FEET; THENCE SOUTH, A DISTANCE OF 7.10 FEET; THENCE WEST, A DISTANCE OF 24.49 FEET; THENCE NORTH, A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, USE, STRUCTURAL SUPPORT AND UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER THE COMMERCIAL AREAS EXCEPTED FROM THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID, AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 17, 2006 AS DOCUMENT NUMBER 0632115061.

PARKING SPACES:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +9.00 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE +18.00 FEET CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 5.04 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 15.06 FEET; THENCE EAST A DISTANCE OF 12.39 FEET; THENCE SOUTH A DISTANCE OF 10.39 FEET; THENCE WEST, A DISTANCE OF 6.06 FEET; THENCE SOUTH, A DISTANCE OF 4.67 FEET; THENCE WEST A DISTANCE OF 6.33 FEET TO THE POINT OF BEGINNING

ALSO

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT THE ELEVATION +9.00 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +18.00 FEET CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF 0.20 FEET SOUTH AND 17.53 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH A DISTANCE OF 20.26 FEET; THENCE EAST, A DISTANCE OF 7.46 FEET; THENCE SOUTH, A DISTANCE OF 20.26 FEET; THENCE WEST, A DISTANCE OF 7.46 FEET TO THE POINT OF BEGINNING.

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.00 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +22.17 FEET CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 0.20 FEET SOUTH AND 35.64 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 20.89 FEET; THENCE NORTHEAST, A DISTANCE OF 13.02 FEET; THENCE SOUTH, A DISTANCE OF 28.36 FEET; THENCE WEST A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING.

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Legal Description (Continued):

PARCEL C1-(a) - SECOND FLOOR: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +33.83 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +41.83 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 0.20 FEET OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 20.30 FEET; THENCE EAST, A DISTANCE OF 0.40 FEET; THENCE NORTH, A DISTANCE OF 16.09 FEET; THENCE EAST, A DISTANCE OF 24.06 FEET; THENCE SOUTH, A DISTANCE OF 6.24 FEET; THENCE EAST, A DISTANCE OF 0.92 FEET; THENCE SOUTH, A DISTANCE OF 5.50 FEET; THENCE EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH, A DISTANCE OF 14.33 FEET; THENCE EAST, A DISTANCE OF 4.64 FEET; THENCE SOUTH, A DISTANCE OF 10.27 FEET; THENCE WEST, A DISTANCE OF 31.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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