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Doc#: 1017316045 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2010 01:56 PM Pg: 1 of 4

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 June 16, 2010. The parties and their addresses are:

MORTGAGOR:

NEWPORT WRIGLEY LLC

An Illinois Limited Liability Company
1800 West Berenice, Ste 200
Chicago, IL 60613

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 March 19, 2010 and recorded on March 24, 2010 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 1008316036 and covered the following described Property:

CORNER OF SAID LOT 18 IN ERNST J. LEHMANN'S SUBDIVISION AFOREMENTIONED TO THE SOUTHWEST CORNER OF LOT 19 IN SUBDIVISION OF LOTS 19, 20, 21, 22 AND 23 AFOREMENTIONED, SAID PUBLIC ALLEY HEREIN VACATED AS SET FORTH IN DOCUMENT 24359624, IN COOK COUNTY, ILLINOIS.

PIN: 14-20-408-023, 14-20-408-027 AND 14-20-408-028

The property is located in Cook County at 1110-1114 West Newport Ave, Chicago, Illinois 60657-1513.

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

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The Security Instrument is modified as follows:

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 \$80,000.00. 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 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. 6062779-01, dated March 19, 2010, from Mortgagor to Lender, with a loan amount of \$123,000.00, with an initial interest rate of 5.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 19, 2012.

(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.

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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:

Newport Wrigley LLC

By [Signature]
Ron D. Abrams, Manager

LENDER:

LAKESIDE BANK

By [Signature]
Brian J. Creevy, Loan Officer

ACKNOWLEDGMENT

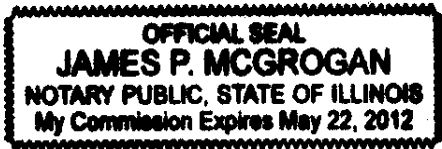
(Business or Entity)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 16th day of June, 2010 by Ron D. Abrams - Manager of Newport Wrigley LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

[Signature]
(Notary Public)



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(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 16th day of JUNE, 2010 by Brian J. Creevy -- Loan Officer of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

James P. McGrogan
(Notary Public)



Property of Cook County Clerk's Office