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Doc#: 1018131109 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/30/2010 03:21 PM Pg: 1 of 3

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 May 23, 2010. The parties and their addresses are:

**MORTGAGOR:**

**3301 NORTH WESTERN, L.L.C.**  
An Illinois Limited Liability Company  
446 North Wells Street, Unit 264  
Chicago, IL 60610

**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 May 22, 2007 and recorded on May 29, 2007 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0714947081 and covered the following described Property:

LOTS 27, 28 AND 29 (EXCEPT THAT PART THEREOF FALLING WITHIN THE WEST 50 FEET OF SECTION 19 TAKEN FOR WIDENING OF WESTERN AVENUE) IN BLOCK 9 IN C.T. YERKE'S SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43 AND 44 IN SUBDIVISION OF SECTION 19, TOWNSHIP 49 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SOUTHWEST 1/4 OF NORTHEAST 1/4 AND SOUTH EAST 1/4 OF NORTHWEST 1/4 AND EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 14-19-316-024 AND 14-19-316-025

The property is located in Cook County at 3301 North Western Avenue, Chicago, Illinois 60618.

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**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:

(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. 6057579-01, dated May 22, 2007, from Mortgagor to Lender, with a loan amount of \$2,800,500.00, with an initial interest rate of 5.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on August 23, 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:**

3301 North Western, L.L.C.

By   
Mark R. Fisher, Manager

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LENDER:

LAKESIDE BANK

By [Signature]  
James P. McGrogan, Vice President

**ACKNOWLEDGMENT.**

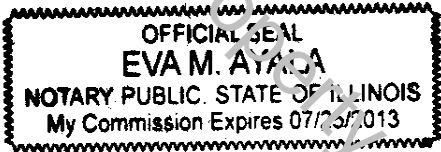
(Business or Entity)

State Illinois OF Cook County OF Cook ss.

This instrument was acknowledged before me this 28<sup>th</sup> day of June, 2010 by Mark R. Fisher - Manager of 3301 North Western, L.L.C. a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

[Signature]  
(Notary Public)



(Lender Acknowledgment)

State Illinois OF Cook County OF Cook ss.

This instrument was acknowledged before me this 28<sup>th</sup> day of June, 2010 by James P. McGrogan -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

[Signature]  
(Notary Public)

