



Doc#: 1022431074 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/12/2010 02:43 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 June 11, 2010. The parties and their addresses are:

MORTGAGOR:

WINICK PROPERTY DEVELOPMENT, LLC
A Delaware Limited Liability Company
1438 West Belmont Ave
Chicago, IL 60657

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 December 11, 2008 and recorded on December 17, 2008 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0835205035 and covered the following described Property:

LOT 4 AND THE WEST 12 1/2 FEET OF LOT 5 IN BLOCK 1 IN WOODLANDS, A SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-218-003-0000

The property is located in Cook County at 849-851 West Wellington Ave, Chicago, Illinois 60657.

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

UNOFFICIAL COPY

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. 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. 6060619-01, dated December 11, 2008, from Mortgagor to Lender, with a loan amount of \$1,200,000.00, with an interest rate of 6.75 percent per year and maturing on June 11, 2015.

(b) 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.

(c) 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:

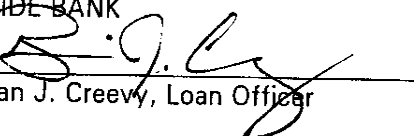
Winick Property Development, LLC

By ICM Properties, Inc., Manager

By 
Adam Winick, Secretary

LENDER:

LAKESIDE BANK

By 
Brian J. Creevy, Loan Officer

UNOFFICIAL COPY

STATE OF ILLINOIS)SS
COUNTY OF COOK)

The foregoing Instrument was acknowledged before me by

Adam Winick, the manager of, and
_____, the _____ of, and
_____, the _____ of

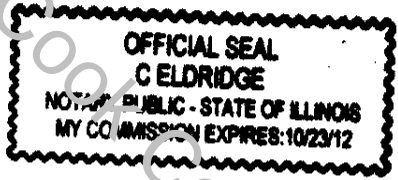
ICM Properties, Inc., Winick Property Development

Limited Liability Company, on behalf of the Limited Liability Company,

on this 5 day of August, 2010.

C Eldridge
NOTARY PUBLIC

My Commission Expires:
10/23/12



Property of Cook County Clerk's Office