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Doc#: 1030513118 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2010 02:51 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, IL 60608-1559

When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, IL 60608-1559

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 25, 2010. The parties and their addresses are:

MORTGAGOR:

HARLEM-GARFIELD LLC
An Illinois Limited Liability Company
1140 West Garfield Street
Oak Park, IL 60304-5377

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 5, 2003 and recorded on December 18, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0335242001 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 1140 West Garfield Street, Oak Park, Illinois 60304-5377.

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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

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(a) **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6048659-01, dated December 5, 2003, from Mortgagor to Lender, with a loan amount of \$4,263,927.25, with an interest rate of 5.75 percent per year and maturing on October 25, 2011.

(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:

Harlem-Garfield LLC,

By *Antonio Scalzo*

Antonio Scalzo, Member/Manager

LENDER:

LAKESIDE BANK

By *D. V. Pinkerton*

David V. Pinkerton, Executive Vice President

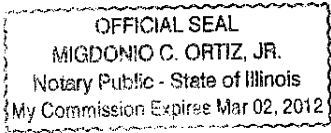
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ACKNOWLEDGMENT.

(Business or Entity)

STATE OF ILLINOIS, COUNTY OF COOK ss.
This instrument was acknowledged before me this 28th day of OCTOBER, 2010
by Antonio Scalzo - Member/Manager of Harlem-Garfield LLC a Limited Liability Company on behalf of the
Limited Liability Company.

My commission expires: 3/2/2012



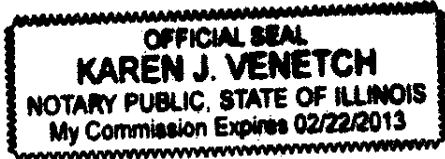
[Signature]
(Notary Public)

Property of Cook County Clerk's Office

(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.
This instrument was acknowledged before me this 28th day of OCTOBER, 2010
by David V. Pinkerton -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the
corporation.

My commission expires: 02/22/13 Karen J. Venetch
(Notary Public)



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STREET ADDRESS N E COR HARLEM AVE & GARFIELD ST
 CITY OAK PARK COUNTY COOK
 TAX NUMBER 16-18-136-001-0000

LEGAL DESCRIPTION
 VOLVO DEVELOPMENT

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 19 IN W. J. WILSON'S ADDITION TO OAK PARK ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1886, AS DOCUMENT NUMBER 773322, THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 13 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 130.31 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 95332548, THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST ALONG SAID LINE, 54.50 FEET TO THE WEST LINE OF SAID LOT 1, BEING ALSO THE EAST LINE OF VACATED MAPLE AVENUE, THENCE WEST 66.00 FEET ALONG A WESTERLY EXTENSION OF SAID NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 95332548 TO A POINT ON THE EAST LINE OF LOT 3 IN BLOCK 18 IN SAID W. J. WILSON'S ADDITION TO OAK PARK, WHICH IS 11.75 FEET NORTH OF THE ORIGINAL SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF PROPERTY TAKEN BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY JUDGMENT ORDER ENTERED FEBRUARY 24, 1997, IN CONDEMNATION CASE 96 L 51313, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, 141.65 FEET TO THE NORTHEASTERLY LINE OF SAID PROPERTY TAKEN BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY JUDGMENT ORDER ENTERED FEBRUARY 24, 1997, IN CONDEMNATION CASE 96 L 51313, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, THENCE NORTH 45 DEGREES 06 MINUTES 37 SECONDS WEST ALONG SAID NORTHEASTERLY LINE, 16.06 FEET TO THE EAST LINE OF THE WEST 17.00 FEET OF LOT 1 IN SAID BLOCK 18, THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF THE WEST 17.00 FEET OF SAID BLOCK 18, A DISTANCE OF 212.99 FEET TO THE SOUTHERLY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, THENCE SOUTH 82 DEGREES 16 MINUTES 32 SECONDS EAST ALONG SAID SOUTHERLY LINE 278.13 FEET TO THE NORTHERLY EXTENSION OF SAID EAST LINE OF LOT 1 IN BLOCK 19, THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS EAST ALONG SAID EAST LINE, 56.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS