

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Belmont Bank & Trust  
Company  
8250 West Belmont Avenue  
Chicago, IL 60634



**WHEN RECORDED MAIL TO:**

Belmont Bank & Trust  
Company  
8250 West Belmont Avenue  
Chicago, IL 60634

Doc#: 1115844066 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/07/2011 03:40 PM Pg: 1 of 8

**SEND TAX NOTICES TO:**

Belmont Bank & Trust  
Company  
8250 West Belmont Avenue  
Chicago, IL 60634

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Robert Sztremmer  
Belmont Bank & Trust Company  
8250 West Belmont Avenue  
Chicago, IL 60634

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 06-01-2011, is made and executed between Chicago Film Studios Industrial Real Estate Holdings, LLC (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 West Belmont Avenue, Chicago, IL 60634 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 11, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded with Cook County Recorder of Deeds on March 17, 2011 as document number 1107644043.**

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

See Exhibit 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 2558 W 16th Street and non-contiguous parking lot on the southwest corner of 16th Street and Rockwell Street, Chicago, IL 60618. The Real Property tax identification number is in Exhibit A.

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

**Lender and Grantor hereby agree to modify the Mortgage as follows:**

(i) in addition to the Promissory Note dated March 11, 2011 in the principal amount of \$2,200,000.00 from Chicago Film Studios Industrial Real Estate Holdings, LLC to Lender, the Mortgage now also secures the performance of any and all obligations under Promissory Note dated June 1, 2011 in the principal amount of \$2,200,000.00 from Chicago Film Studios North LLC to Lender, and

(ii) in addition to the events of default described in the Mortgage, a default under Promissory Note dated June 1, 2011 in the principal amount of \$2,200,000.00 from Chicago Film Studios North LLC to Lender will also constitute an event of default under the Mortgage.

7 of 7 Stewart 11000030314

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 8300001633

Page 2

**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 06-01-2011.**

**GRANTOR:****CHICAGO FILM STUDIOS INDUSTRIAL REAL ESTATE HOLDINGS, LLC**By: 

Nicholas Pissios, President of Chicago Film Studios Industrial  
Real Estate Holdings, LLC

**LENDER:****BELMONT BANK & TRUST COMPANY**

X \_\_\_\_\_

Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8300001633

Page 2

---

**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 endorser 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 06-01-2011.**

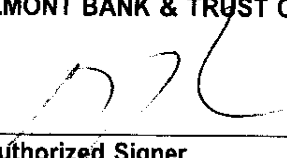
**GRANTOR:**

**CHICAGO FILM STUDIOS INDUSTRIAL REAL ESTATE HOLDINGS, LLC**

By: \_\_\_\_\_  
Nicholas Pissios, President of Chicago Film Studios Industrial  
Real Estate Holdings, LLC

**LENDER:**

**BELMONT BANK & TRUST COMPANY**

X  \_\_\_\_\_  
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8300001633

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

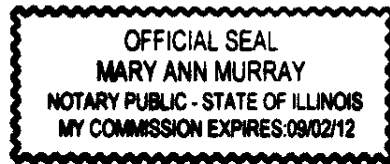
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of June, 2011 before me, the undersigned Notary Public, personally appeared **Nicholas Pissios, President of Chicago Film Studios Industrial Real Estate Holdings, LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Ill.

My commission expires 9/2/12



PROCEEDINGS OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8300001633

Page 4

### LENDER ACKNOWLEDGMENT

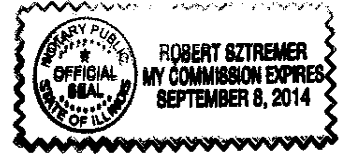
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 2nd day of June, 2011 before me, the undersigned Notary Public, personally appeared Jose Torres and known to me to be the SVP, authorized agent for **Belmont Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Belmont Bank & Trust Company**, duly authorized by **Belmont Bank & Trust Company** 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 **Belmont Bank & Trust Company**.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of Cook

My commission expires 09/08/2014



**UNOFFICIAL COPY****EXHIBIT A****Legal Description****PARCEL E:****Tract 1:**

Lots 1 and 2 in Ryerson's resubdivision of Lots 17 and 18 of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Tract 2:**

Parts of Sub-Lots 2, 3 and 6 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, and being further described as follows, to wit: beginning at the Northeast corner of said Sub-Lot 2 in the South line of 15<sup>th</sup> Street; thence Westwardly along said South line, 55.6 feet to a corner; thence Southwardly parallel with the East line of said Sub-Lots, 143 feet to a point 1 foot North of the South line of said Sub-Lot 6; thence Northwardly by a curve convex to the East having a radius of 441.88 feet for a distance of 154.21 feet to the place of beginning, in Cook County, Illinois.

**Tract 3:**

Sub-Lots 2, 3 and 6 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, except that part of said Sub-Lots described as follows, to wit: beginning at the Northeast corner of said Sub-Lot 2 in the South line of 15<sup>th</sup> Street; thence Westwardly along said South line, 55.6 feet to a corner; thence Southwardly parallel with the East line of said Sub-Lots, 143 feet to a point 1 foot North of the South line of said Sub-Lot 6; thence Northwardly by a curve convex to the East having a radius of 441.88 feet for a distance of 154.21 feet to the place of beginning, in Cook County, Illinois.

**Tract 4:**

The West 12.4 feet of Sub-Lots 1, 4 and 5, part of the West 12.4 feet of Sub-Lot 8 in Block 10 of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Tract 5:**

Sub-Lot 7, 10, 11, 14, 15, 18, 19, 22 and 23 in Block 10 in the Subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive of Ogden's Subdivision of the East half of the Northeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of Lots 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 10 falling in the following described property: beginning where the North line of West 16<sup>th</sup> Street meets the West line of the East 55.6 feet of Lot 23 in said Block 10; thence due North 435 feet to a point; thence due East 81.5

**UNOFFICIAL COPY**

feet to a point; thence due South 434.31 feet to a point in said Northerly line of West 16th Street in the Southerly line of Lot 24; thence South 89 degrees 52 minutes West along said North line of West 16<sup>th</sup> Street being along said Southerly line of Lots 24 and 23 in said Block 10, 81.5 feet to the place of beginning.

Parcel E-1

Non-exclusive easement for driveway purposes for the benefit of Parcel E, Tract 5, as described in Deed recorded May 1, 1947 as Document Number 14046992.

Parcel E-2:

Non-exclusive easement for driveway purposes for the benefit of Parcel E, Tract 5, as described in Deed recorded October 19, 1949 as Document Number 14656048.

Parcel J:

## Tract 1:

Lots 1 through 10, inclusive, in Kerr and Crowley's Subdivision of Lots 1, 2, 3, 4, 47, 48, 49 and 50 in the Subdivision of Block 3 of Walker's Douglas Park Addition, a subdivision of the East three-quarters of the Southeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## Tract 2:

Lots 5 through 17, and Lots 26 through 46, inclusive, all in Block 3 OF Walker's Douglas Park Addition, a subdivision of the East three-quarters of the Southeast Quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with all interest, if any, of Grantor in and to the land lying within (1) that part of vacated Rockwell Street lying south of the south right of way line of 16<sup>th</sup> Street and north of the extended centerline of vacated 17<sup>th</sup> Street, from the west right of way line of vacated Rockwell Street to the centerline thereof, (2) that part of vacated 17<sup>th</sup> Street lying east of the right of way line of Washtenaw Avenue and west of the extended centerline of vacated Rockwell Street, from the north right of way line of vacated 17<sup>th</sup> Street to the centerline thereof and (3) the vacated alley lying in the interior of Parcel J, from the east right of way line of Washtenaw Avenue to the west right of way line of vacated Rockwell Street.

Permanent Index Number(s): 16-24-223-001, 16-24-223-002, 16-24-223-006, 16-24-223-004, 16-24-402-010, 16-24-402-009, 16-24-402-008, 16-24-

# UNOFFICIAL COPY

402-007, 16-24-402-006, 16-24-402-005, 16-24-402-004, 16-24-402-003, 16-24-402-002, 16-24-402-001, 16-24-402-047, 16-24-402-025, and 16-24-402-048

**Common Address:**

2521-59 W. 15<sup>th</sup> Street; 2555-29 W. 15<sup>th</sup> Street, 2518 W. 16<sup>th</sup> Street; and 2548 W. 16<sup>th</sup> Street, Chicago, Illinois

Property of Cook County Clerk's Office