

UNOFFICIAL COPY



Doc#: 1123118044 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/19/2011 02:53 PM Pg: 1 of 5

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 August 7, 2011. The parties and their addresses are:

MORTGAGOR:

2100 WEST 35TH STREET PROPERTY MANAGEMENT LLC
An Illinois Limited Liability Company
2100 W. 35th Street
Chicago, IL 60609

2106 WEST 35TH STREET PROPERTY MANAGEMENT LLC
An Illinois Limited Liability Company
2106 W. 35th Street
Chicago, IL 60609

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 July 11, 2006 and recorded on August 3, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0621553039 and covered the following described Property:

LOTS 5, 6 AND 7 IN K.B.C. WESTFALL'S RESUBDIVISION OF BLOCK 11 IN S.J. WALKER'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS.

PIN: 17-31-122-008 AND 17-31-122-007

2100 West 35th Street Property Management LLC
Illinois Real Estate Modification
IL/4XXXbalcd00209500007663006081611Y

UNOFFICIAL COPY

The property is located in Cook County at 2100 W. 35th Street and 2106 W. 35th Street, Chicago, Illinois 60609.

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. 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 and from time to time will not exceed \$618,000.00. Any 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. 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. 60561691, dated July 11, 2006, from 2100 West 35th Street Property Management LLC, 2106 West 35th Street Property Management LLC, Peter K. Berg and John R. Berg (Borrower) to Lender, with a loan amount of \$618,000.00, with an interest rate of 5.750 percent per year and maturing on August 7, 2016.

(b) All Debts. All present and future debts from 2100 West 35th Street Property Management LLC, 2106 West 35th Street Property Management LLC, Peter K. Berg and John R. Berg 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.

UNOFFICIAL COPY

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:

2100 West 35th Street Property Management LLC

By [Signature]
Peter K. Berg, Manager

By [Signature]
John R. Berg, Manager

2106 West 35th Street Property Management LLC

By [Signature]
Peter K. Berg, Manager

By [Signature]
John R. Berg, Manager

LENDER:

LAKESIDE BANK

By [Signature]
Suzanne Henson, Vice President

ACKNOWLEDGMENT.

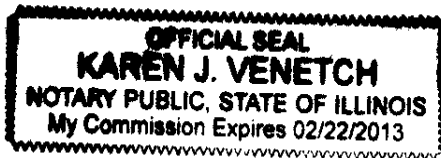
(Business or Entity)

County Cook OF Cook State Illinois ss.

This instrument was acknowledged before me this 18th day of August, 2011 by Peter K. Berg - Manager of 2100 West 35th Street Property Management LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires: 02/22/13

[Signature]
(Notary Public)



UNOFFICIAL COPY

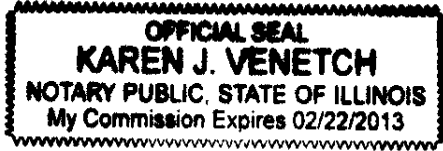
(Business or Entity)

State OF Illinois, County OF Cook ss.

This instrument was acknowledged before me this 18th day of August, 2011
by John R. Berg - Manager of 2100 West 35th Street Property Management LLC a Limited Liability Company on
behalf of the Limited Liability Company.

My commission expires: 02/22/13

Karen J. Venetch
(Notary Public)



Property of Cook County Clerk's Office

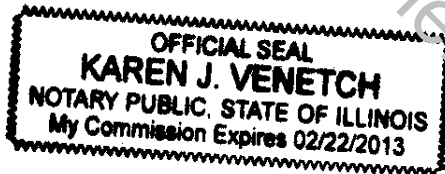
(Business or Entity)

State OF Illinois, County OF Cook ss.

This instrument was acknowledged before me this 18th day of August, 2011
by Peter K. Berg - Manager of 2106 West 35th Street Property Management LLC a Limited Liability Company
on behalf of the Limited Liability Company.

My commission expires: 02/22/13

Karen J. Venetch
(Notary Public)



UNOFFICIAL COPY

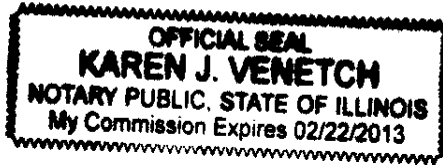
(Business or Entity)

State OF Illinois, County OF Cook ss.

This instrument was acknowledged before me this 18th day of August, 2011
by John R. Berg - Manager of 2106 West 35th Street Property Management LLC a Limited Liability Company on
behalf of the Limited Liability Company.

My commission expires: 02/22/13

Karen J. Venetch
(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 18th day of August, 2011
by Suzanne Henson -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires: 02/22/13

Karen J. Venetch
(Notary Public)

