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Doc#: 1203739084 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/06/2012 02:39 PM Pg: 1 of 6

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 December 30, 2011. The parties and their addresses are:

**MORTGAGOR:**

**BLUESTONE LAND COMPANY LLC**  
An Illinois Limited Liability Company  
333 South Des Plaines St., Ste 307  
Chicago, IL 60651

**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 30, 2010 and recorded on February 4, 2011 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 1103510035 and covered the following described Property:

See attached Exhibit A

PIN: 17-22-314-036-0000  
P-1, 17-22-314-037-1049  
P-18, 17-22-314-037-1066  
P-19, 17-22-314-037-1067  
P-20, 17-22-314-037-1068  
P-26, 17-22-314-037-1074  
P-75, 17-22-314-037-1170

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The property is located in Cook County at 2015-37 South Indiana Ave, 4 Commercial Units & 6 Parking Spaces, Chicago, Illinois 60661.

**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. 60565491, dated September 25, 2006, from Fletcher Commons LLC, Bluestone Land Company LLC and 207 Cullerton LLC (Borrower) to Lender, with a loan amount of \$2,398,617.00, with an initial interest rate of 5.500 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 30, 2012.

(b) Future Advances. All future advances from Lender to Fletcher Commons LLC, Bluestone Land Company LLC and 207 Cullerton LLC under the Specific Debts executed by Fletcher Commons LLC, Bluestone Land Company LLC and 207 Cullerton LLC 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 Fletcher Commons LLC, Bluestone Land Company LLC and 207 Cullerton LLC 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 Fletcher Commons LLC, Bluestone Land Company LLC and 207 Cullerton LLC 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.

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**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:**

Bluestone Land Company LLC

By [Signature]  
Robert K. Frankel, Manager

By [Signature]  
Mark R. Ordower, Manager

By [Signature]  
Felix J. Lampariello, Manager

**LENDER:**

LAKESIDE BANK

By [Signature]  
Stan J. Bochnowski, Executive Vice President

**ACKNOWLEDGMENT.**

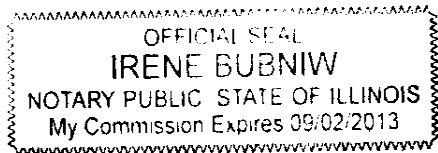
(Business or Entity)

STATE OF Illinois, County OF Cook ss.

This instrument was acknowledged before me this 31 day of JANUARY, 2012 by Robert K. Frankel - Manager; Mark R. Ordower - Manager and Felix J. Lampariello - Manager of Bluestone Land Company LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

[Signature]  
(Notary / Public)



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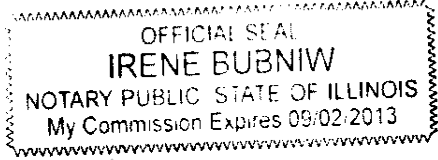
(Lender Acknowledgment)

State OF Illinois, County OF Cook ss.

This instrument was acknowledged before me this 31 day of JANUARY, 2012  
by Stan J. Bochnowski -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the  
corporation.

My commission expires:

Irene Bubniw  
(Notary Public)



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## EXHIBIT A

### PARCEL 1:

LOTS 10, 11, 14, 15 AND 18 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

EXCEPTING THEREFROM THE ENTIRE CONDOMINIUM PARCEL INCLUDING THE SOUTH TOWER CONDOMINIUM PORTION 2035 AND THE NORTH TOWER CONDOMINIUM PORTION 2025 TAKEN AS A TRACT

THAT PART OF LOTS 10, 11, 14 15 AND 18 (EXCEPT THE WEST 34 0 FEET OF SAID LOTS TAKEN FOR WIDENING S INDIANA AVENUE) TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +106 0 FEET (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM) AND IS BOUNDED AND DESCRIBED AS FOLLOWS. BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00 DEGREES, 01 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 262 22 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF S. INDIANA AVENUE AS WIDENED), THENCE NORTH 89 DEGREES, 59 MINUTES, 17 SECONDS EAST ALONG THE WESTERLY EXTENSION OF THE NORTH FACE OF AN EXISTING 5 STORY BRICK BUILDING AND ALONG THE NORTH FACE OF SAID 5 STORY BRICK BUILDING AND ALONG THE EASTERLY EXTENSION OF THE NORTH FACE OF SAID 5 STORY BRICK BUILDING, A DISTANCE OF 143.62 FEET TO THE EAST LINE OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF A NORTH-SOUTH 20 FOOT PUBLIC ALLEY), THENCE SOUTH 00 DEGREES, 00 MINUTES, 31 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 261.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT (THE SOUTHEAST CORNER OF SAID TRACT ALSO BEING THE SOUTHEAST CORNER OF LOT 18 AFORESAID), THENCE SOUTH 89 DEGREES, 51 MINUTES, 09 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 143 66 FEET TO THE POINT OF BEGINNING (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF E. 21ST STREET).

EXCEPTING FROM SAID TRACT, THAT PART WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +32 85 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES, 01 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 65 31 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5 45 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 1 86 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 10 83 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 3.68 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5 80 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 47 43 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 18.0 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.60 FEET TO THE SOUTH LINE OF SAID

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TRACT; THENCE SOUTH 89 DEGREES, 51 MINUTES, 09 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 40.10 TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM SAID TRACT, THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +32 85 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES, 01 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 131 50 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES, 01 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 59 20 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5.94 FEET, THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5.10 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 4.72 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 7 36 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5 38 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 27 54 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 6 53 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 35 40 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 22 59 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM SAID TRACT, THAT PART OF SAID TRACT LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +32 85 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00 DEGREES, 01 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 202.17 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES, 01 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 60 05 FEET, THENCE NORTH 89 DEGREES, 59 MINUTES, 17 SECONDS EAST, 22 35 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 43.37 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 3 11 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 8.46 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 6.0 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 8.22 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.48 FEET TO THE POINT OF BEGINNING.

ALL IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO

## PARCEL 2:

UNIT NUMBERS P-1, P-18, P-19, P-20, P-26 AND P-75 IN THE LAKESIDE LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOTS 10, 11, 14, 15 AND 18 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 22, 2007 AS DOCUMENT 0714215059, AS AMENDED FROM TIME TO TIME TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS

## PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY OPERATING AGREEMENT AND DECLARATION OF RECIPROCAL EASEMENTS FOR 2025 AND 2035 S INDIANA, CHICAGO, ILLINOIS, DATED MAY 2, 2007 AND RECORDED MAY 22, 2007 AS DOCUMENT 0714215058 FROM LAKESIDE LOFTS DEVELOPMENT CORP AND BLUESTONE LAND COMPANY LLC FOR THE PURPOSE OF INGRESS AND EGRESS OVER PARCEL 2