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Doc#: 1218810074 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 07/06/2012 02:57 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 fistate Modification (Modification) is June 28, 2012. The parties and their addresses are: County Clark's

#### MORTGAGOR:

MCFUJI, LLC An Illinois Limited Liability Company 1442 Estate Lane Lake Forest, IL 60045

#### 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 May 31, 2005 and recorded on November 14, 2005 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0531835480 and covered the following described Property:

LOT 1 IN CRAM'S SUBDIVISION OF LOT 4 IN BLOCK 7 IN THE SUBDIVISION BY COCHRAN AND OTHERS OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-433-001

The property is located in Cook County at 859 North Damen Ave, Chicago, Illinois 60622.

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:

McFuji, LLC Illinois Real Estate Modification IL/4XXXbalcd00225400007854007062812Y

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- 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. 60523791, dated May 31, 2005, from Mortgagor to Lender, with a loan amount of \$1,513,278.30, with an interest rate of 5.500 percent per year and maturing on June 15, 2017.
    - (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 Mortgage:'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. 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 sperifically 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. ion.

Clerks
Office Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

McFuji, LLC

Philip McFarland, Member

Ty Fujimura, Member

LENDER:

LAKESIDE BANK

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ACKNOWLEDGMENT.
(Business or Entity)
Court OF Cool, Sta OF Illeron ss.
This instrument was acknowledged before me this
My commission expires: 02/22//3 Karen J. Venety (Notary Public)
OFFICIAL SEAL KAREN J. VENETCH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/22/2013
(Business or Entity)
Court OF Cour , Site OF Illerain ss.
This instrument was acknowledged before me this 29 day of the Limited Liability Company on behalf of the Limited Liability Company.  My commission expires: 02/22//3  (Notary Public)
OFFICIAL SEAL KAREN J. VENETCH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/22/2013

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# **UNOFFICIAL COPY**

(Lender Acknowledgment)		
County OF Cool States OF Illians	SS.	
This instrument was acknowledged before me this 29 4 day of	Jan , 20/2	
by Suzanne Henson Vice President of LAKESIDE BANK, a corporation, on beh	half of the corporation.	
My commission expires: $02/22/13$ $1/$	11 4-0	
Karen J.	Venelos	
(Notary Public)	·····	

Property of Cook County Clark's Office

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