

# UNOFFICIAL COPY



Doc#: 1229849068 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/24/2012 04:19 PM Pg: 1 of 3

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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

6708944 *Now* MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is September 20, 2012. The parties and their addresses are:

**MORTGAGOR:**

108 KINZIE INVESTMENT LLC  
An Illinois Limited Liability Company  
308 West Madison  
Oak Park, IL 60302

**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 11, 2006 and recorded on December 28, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0636249011 and covered the following described Property:

LOT 3 IN BLOCK 3 IN WOLCOTT'S ADDITION OF CHICAGO, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-09-260-019

The property is located in Cook County at 108 West Kinzie Street, Chicago, Illinois 60610.

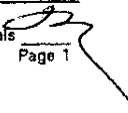
2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

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108 Kinzie Investment LLC  
Illinois Real Estate Modification  
IL/4XXxbalcd00225400007854007092012Y

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Initials   
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**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 \$3,025,000.00. 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. 60568991, dated December 11, 2006, from Mortgagor to Lender, with a loan amount of \$3,025,000.00, with an interest rate of 4.750 percent per year and maturing on September 11, 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 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:**

108 Kinzie Investment LLC

By 

Derrel M. McDavid, Manager

**LENDER:**

LAKESIDE BANK

By 

David V. Pinkerton, Executive Vice President

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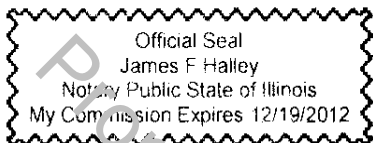
**ACKNOWLEDGMENT.**

(Business or Entity)

STATE OF ILLINOIS, COUNTY OF COOK ss.  
This instrument was acknowledged before me this 5<sup>th</sup> day of October, 2012  
by Derrel M. McDavid - Manager of 108 Kinzie Investment LLC a Limited Liability Company on behalf of the  
Limited Liability Company.

My commission expires:

[Signature]  
(Notary Public)



(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.  
This instrument was acknowledged before me this 16<sup>th</sup> day of OCTOBER, 2012  
by David V. Pinkerton -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the  
corporation.

My commission expires: 02/22/13

[Signature]  
(Notary Public)

