

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

THE LEADERS BANK  
Oak Brook  
2001 York Road  
Oak Brook, IL 60523



Doc#: 1303713009 Fee: \$52.25  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/06/2013 09:01 AM Pg: 1 of 7

**WHEN RECORDED MAIL TO:**

THE LEADERS BANK  
Oak Brook  
2001 York Road  
Oak Brook, IL 60523

**SEND TAX NOTICES TO:**

THE LEADERS BANK  
Oak Brook  
2001 York Road  
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

K. Pietrzak, Credit Administration  
THE LEADERS BANK  
2001 York Road  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 20, 2012, is made and executed between Colmar Properties, L.L.C.; and Parking Lot Adventures, L.L.C., whose address is 4546 W. 47th Street, Chicago, IL 60632 (referred to below as "Grantor") and THE LEADERS BANK, whose address is 2001 York Road, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 30, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds on December 14, 2009 as Document #0934822056.

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

See the exhibit or other description document 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 4546 W. 47th Street, Chicago, IL 60632. The Real Property tax identification number is 19-03-316-003; 19-03-316-008; 19-03-400-099; 19-03-316-002-6001; 19-03-316-002-6002.

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

a.) Delete and restate the definition of Note to read as follows: The word "Note" means the Promissory Note dated November 30, 2009, in the original principal amount of \$4,600,000.00 from Colmar Properties, L.L.C. and Parking Lot Adventures, L.L.C. to Lender; the Promissory Note dated September 22, 2011, in the original principal amount of \$331,500.00 from Skyline Media Packaging, LLC to Lender, LLC; and the Promissory Note dated March 4, 2012, in the original \$1,168,300.00 from Skyline Media Packaging, LLC and Inserts USA, Inc. to Lender. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. b.) Add the definition of Cross-Default: This

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## MODIFICATION OF MORTGAGE (Continued)

loan is cross-defaulted with all loans to the Borrower and/or all related entities now existing or hereinafter extended to the Borrower, including but not limited to: the Promissory Note dated September 22, 2011 from Skyline Media Packaging, LLC to Lender, in the principal amount of \$331,500.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement and the Promissory Note dated March 4, 2012 from Skyline Media Packaging, LLC and Inserts USA, Inc. to Lender, in the principal amount of \$1,168,300.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

*DEFINITION OF NOTE SPECIFICALLY EXCLUDES ANY AND ALL DEBTS AND OBLIGATIONS DUE FROM TFH EQUIPMENT, LLC.*

**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 DECEMBER 20, 2012.**

GRANTOR:

COLMAR PROPERTIES, L.L.C.

By: Frank J. Puisis  
 Frank J. Puisis, Manager of Colmar Properties, L.L.C.

PARKING LOT ADVENTURES, L.L.C.

By: Frank J. Puisis  
 Frank J. Puisis, Managing Member of Parking Lot Adventures, L.L.C.

LENDER:

THE LEADERS BANK

x Joseph F. Specht V.P.  
 Authorized Signer

*WITH THE EXCEPTION OF TFH EQUIPMENT, LLC*

*JFS JP*

*JFS JP*

*JFS JP*

DeKalb County Clerk's Office

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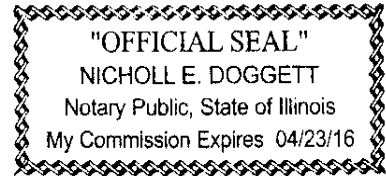
## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

)  
) SS  
)



On this 28<sup>th</sup> day of January, 2013 before me, the undersigned Notary Public, personally appeared **Frank J. Puisis, Manager of Colmar Properties, L.L.C.**, 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 Nicholl E. Doggett Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 4/23/16

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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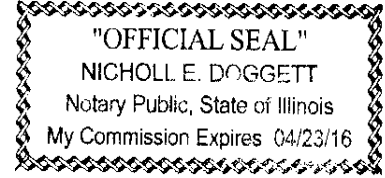
## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois \_\_\_\_\_ )

COUNTY OF Cook \_\_\_\_\_ )

)  
) SS  
)



On this 28<sup>th</sup> day of January, 2013 before me, the undersigned Notary Public, personally appeared **Frank J. Puisis, Managing Member of Parking Lot Adventures, L.L.C.**, 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 Nicholl E. Doggett \_\_\_\_\_ Residing at Chicago, IL \_\_\_\_\_

Notary Public in and for the State of Illinois \_\_\_\_\_

My commission expires 4/23/16 \_\_\_\_\_

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

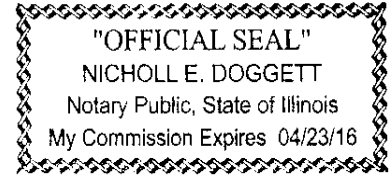
STATE OF Illinois

)

) SS

COUNTY OF Cook

)



On this 28th day of January, 2013 before me, the undersigned Notary Public, personally appeared Joseph F. Sprent and known to me to be the Vice President, authorized agent for **THE LEADERS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE LEADERS BANK**, duly authorized by **THE LEADERS BANK** 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 **THE LEADERS BANK**.

By Nicholl E. Doggett Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 4/23/16

CLERK'S OFFICE OF COOK COUNTY

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## EXHIBIT A Legal Description

### PARCEL 1:

A RECTANGULAR PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING A PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND PART OF THE NORTHWEST 1/4 OF SAID SECTION, WHICH PARCEL IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 1,035.9 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, AND RUNNING THENCE NORTHWARDLY TO A POINT ON A LINE 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST 1/4, THAT IS 1,032.22 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE WESTWARDLY 270 FEET ON SAID LINE WHICH IS 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTHWARDLY 933 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTWARDLY 270 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 33 FEET WHICH IS THE NORTH 1/2 OF THE WEST 47TH STREET AS NOW OPENED, ALSO EXCEPT THEREFROM AREA OCCUPIED BY THE NORTH ABUTMENT AND WINGWALL OF THE WEST 47TH STREET UNDERPASS), ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF THE EAST 200 FEET OF PARCEL 1 CREATED BY INSTRUMENT RECORDED FEBRUARY 28, 1950 AS DOCUMENT NUMBER 14743288 FOR THE ESTABLISHMENT OF A PERMANENT ROADWAY FOR THE USE OF VEHICLES AND PEDESTRIANS OVER AND UPON AND ALONG THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR PIECE OF LAND IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SOUTHWEST 1/4 1000.9 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION; THENCE NORTHEASTERLY 933 FEET ON A STRAIGHT LINE TO A POINT 997.22 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE WESTERLY 35 FEET ON A LINE WHICH IS 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTHERLY 933 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY 35 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET WHICH IS THE NORTH 1/2 OF WEST 47TH STREET AS NOW OPENED), IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF THE WEST 70 FEET OF PARCEL 1 CREATED BY INSTRUMENT RECORDED JUNE 30, 1965 AS DOCUMENT NUMBER 19512243 TO CONSTRUCT, INSTALL AND MAINTAIN SUPPORTS AND FOOTINGS FOR ANY BUILDING OR STRUCTURE WHICH MAY BE ERECTED ON PARCEL 1 OVER, ACROSS, UNDER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY; A RECTANGULAR PIECE OF LAND IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 1305.90 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, AND RUNNING THENCE NORTHERLY TO A POINT ON A LINE 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST 1/4, THAT IS 1302.22 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE WESTERLY 3 FEET ON SAID LINE WHICH IS 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTHERLY 933 FEET TO THE SOUTH LINE OF

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## EXHIBIT A (continued)

SAID SOUTHWEST 1/4; THENCE EASTERLY 3 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE SOUTH 33 FEET WHICH IS THE NORTH 1/2 OF WEST 47TH STREET AS NOW OPENED), IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET (A PUBLIC STREET) SAID NORTH LINE BEING 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3 AND A LINE DRAWN FROM A POINT 1000.77 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3 TO A POINT 1980.06 FEET NORTH OF SAID SOUTH LINE AND 993.13 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE 900 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 20 FEET TO A POINT; THENCE SOUTHERLY ON A STRAIGHT LINE 403.29 FEET TO A POINT WHICH IS 529.71 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3 AND 978.82 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED MARCH 9, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 14, 1951 AS DOCUMENT 15030425 IN BOOK 46571 AT PAGE 180; THENCE SOUTH ALONG A LINE 978.82 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 BEING THE WEST LINE OF THE PROPERTY CONVEYED BY SAID DOCUMENT 15030425 A DISTANCE OF 496.71 FEET TO THE SAID NORTH LINE OF WEST 47TH STREET; THENCE WEST ALONG SAID STREET LINE 21.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**ADDRESS:** 4546 W. 47<sup>th</sup> Street, Chicago, Illinois 60632

**PIN:** 19-03-316-003; 19-03-316-008; 19-03-400-099; 19-03-316-002-6001; 19-03-316-002-6002