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**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
DEERFIELD  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

Doc#: 1303850093 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/07/2013 02:08 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

510026576-63794

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 10, 2012, is made and executed between NORTH CLARK CHICAGO, LLC, whose address is 1807 WEST SUNNYSIDE AVENUE, CHICAGO, IL 606405898 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED JUNE 15, 2011 AS DOCUMENT# 1116631036 IN COOK COUNTY, ILLINOIS .**

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

LOT 141 IN R.B. FARSON'S SUBDIVISION OF THE NORTH 26 RODS AND 11 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH 26 RODS AND 11 FEET OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CLARK STREET, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6321 NORTH CLARK STREET, CHICAGO, IL 606601203. The Real Property tax identification number is 14-05-102-002-0000.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means the promissory note dated June 10, 2011, in the original principal amount of \$160,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The initial interest rate through June 11, 2016 is 3.800% per annum. Commencing June 12, 2016 through maturity the interest rate will be a fixed interest rate equal to the week ending average interest rate for Interest Rate Swaps of five years maturity (which week ending average interest rate shall be determined by the

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 63794

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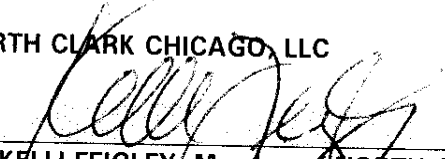
International Swaps and Derivatives Association mid-market swap rates as published by the Federal Reserve in its then most recent weekly Federal Reserve Statistical Release) in effect on June 11, 2016 plus 3.800% Notice: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is June 10, 2021."


**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 10, 2012.**

**GRANTOR:**

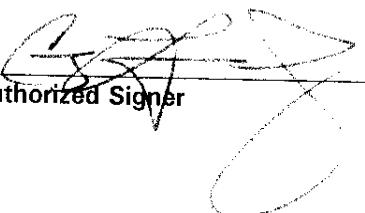
**NORTH CLARK CHICAGO, LLC**

By:   
KELLI FEIGLEY, Member of NORTH CLARK CHICAGO, LLC

By:   
GEORGE FEIGLEY, Member of NORTH CLARK CHICAGO, LLC

**LENDER:**

**FIRST MIDWEST BANK**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 63794

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

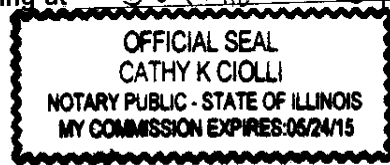
On this 30<sup>th</sup> day of January, 2013 before me, the undersigned Notary Public, personally appeared **KELLI FEIGLEY, Member of NORTH CLARK CHICAGO, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged 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 Cathy K. Ciolli

Residing at Buffalo Grove IL

Notary Public in and for the State of IL

My commission expires 5-24-15



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 63794

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30<sup>th</sup> day of January, 2013 before me, the undersigned Notary Public, personally appeared **GEORGE FEIGLEY, Member of NORTH CLARK CHICAGO, LLC**, 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 Cathy K Cioli Residing at Buffalo Grove, IL

Notary Public in and for the State of IL

My commission expires 5-24-15



Notary of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 63794

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 30th day of January, 2013 before me, the undersigned Notary Public, personally appeared Craig Linker and known to me to be the V.P., authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Cathy K Ciolli Residing at Buffalo Grove, IL

Notary Public in and for the State of IL

My commission expires 5-24-15

