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Doc#: 1306045074 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2013 03:19 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
LAKESIDE BANK
Loan Operations
1055 W ROOSEVELT RD
CHICAGO, IL 60608

SEND TAX NOTICES TO:
LAKESIDE BANK
UIC/NEAR WEST
1055 W ROOSEVELT RD
CHICAGO, IL 60608

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
LAKESIDE BANK
1055 W ROOSEVELT RD
CHICAGO, IL 60608

MODIFICATION OF MORTGAGE



000000000060700491022520130740RSEY, LLC00000000002252013#####%%*

THIS MODIFICATION OF MORTGAGE dated February 25, 2013, is made and executed between 1301 West Diversey, LLC, whose address is 1624 West 18th Street, Chicago, IL 60608 (referred to below as "Grantor") and LAKESIDE BANK, whose address is 2800 N ASHLAND AVE, CHICAGO, IL 60657 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

January 29, 2013 as Document number 1302947016.

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

PARCEL 1:

THE SOUTH 27 FEET OF LOTS 36 AND 37, TAKEN AS A TRACT IN BLOCK 6 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO THE CITY OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 29 FEET OF THE SOUTH 267 FEET OF LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, AND

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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46, TAKEN AS A TRACT IN BLOCK 6 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO THE CITY OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 29 FEET OF THE SOUTH 296 FEET OF LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, AND 47, TAKEN AS A TRACT IN BLOCK 6 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO THE CITY OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48, TAKEN AS A TRACT (EXCEPT THE SOUTH 296.00 FEET OF SAID TRACT) IN BLOCK 6 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO THE CITY OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2710, 2732, 2734, 2736 North Lakewood Ave, Chicago, IL 60614. The Real Property tax identification number is 14-29-304-049-0000, 14-29-304-050-0000, 14-29-304-051-0000, 14-29-304-054-0000, 14-29-304-055-0000, 14-29-304-057-0000

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

The Principal Amount is increased to \$3,930,000.00, all other terms and conditions remain the same.

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 FEBRUARY 25, 2013.

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GRANTOR:

1301 WEST DIVERSEY, LLC

By: [Signature]
Adam Velarde, Managing Member of 1301 West Diversey, LLC

LENDER:

LAKESIDE BANK

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

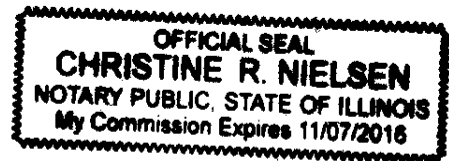
COUNTY OF Cook

On this 28th day of February, 2013 before me, the undersigned Notary Public, personally appeared **Adam Velarde, Managing Member of 1301 West Diversey, 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 [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 11/07/2016



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

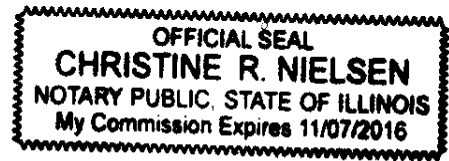
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

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

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 11/07/2016



Notary Public of Cook County Clerk's Office