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Bevolly Dank & Trust Company, N.A. 10258 S. Western Ave. Chicago, IL 60643

1319112410

Doc#: 1319112410 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 07/10/2013 02:47 PM Pg: 1 of 5

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and made a part thereof.

SECOND MODIFICATION OF MORTGAGE

This Second Modification of Mortgage is dated as of this 10th day of May, 2013 and is made between Winick Property Development, LLC, a Delaware limited liability company ("Grantor") and Beverly Bank & Trust Company, N. A. as Successor in Interest to Hyde Park Bank and Trust Company ("Lender").

UNDERSTANDINGS

A. Grantor executed a Mortgage in favor of Londer dated as of Octdoor 19, 2006 and recorded October 31, 2006 with the Cook County Recorder of Deeds as Document No. 0630457102 ("Mortgage") encumbering the real estate described on Exhibit A attached thereto

13184-98

- B. Grantor executed a Modification of Mortgage in favor of Lender dated as of July 22, 2008 and recorded May 6, 2009 with the Cook County Recorder of Devids as Document No. 0912657043 ("Modification Agreement") encumbering the real estate described on Exhibit A attached thereto and made a part thereof. The Mortgage and the Modification Agreement shall hereinafter be collectively referred to as the "Mortgage" unless otherwise specifically identified herein.
- C. The Mortgage secures the indebtedness, obligations and liabilities of Grantor pursuant to a Promissory Note in the principal amount of \$425,000.00 dated July 22, 2008 payable to Lender ("Note").
 - D. The Note matures and is payable in full on July 22, 2013.
- E. The Grantor and Lender wish to extend the maturity of the Note and adjust the interest rate and payment terms.

NOW, THEREFORE, in consideration of the <u>UNDERSTANDINGS</u> set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender agree as follows:

S.A.SC.Y.

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The definition of the word "Note" on Page 12 of the Mortgage is hereby deleted 1. in its entirety and the following is substituted in its place:

> "Note. The word "Note" means the promissory note dated May 10, 2013, in the original principal amount of \$379,855.05 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 3.80%. Payments on the Note ere to be made in accordance with the following payment schedule: in 59 regular payments of \$2,270.43 each and one irregular last payment estimated at \$312,227.74. Grantor's first payment is due May 22, 2013, and al' subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on April 22, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest."

In all other respects, the Mortgage shall remain unchanged and in full force and 2. effect.

GRANTOR:

LENDER:

WINICK PROPERTY DEVELOPMENT, LLC A Delaware limited liability company

PEVERLY BANK & TRUST COMPANY, N. A. AS SUCCESSOR IN INTEREST TO HYDL FARK BANK AND TRUST COMPANY

By: ICM Properties, Inc., an Illinois corporation Sole Manager

Adrian H. Winick

President

Bv:

This document has been prepared by and should be returned to:

Paul J. Richer Kelly, Olson, Michod, DeHaan & Richter, L.L.C. 333 West Wacker Drive **Suite 2000** Chicago, IL 60606 (312) 236-6700

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STATE OF ILLINOIS)
) SS. COUNTY OF COOK)
I, Stobian Law a Notary Public in and for the County and State aforesaid, do hereby certify that Adrian H. Winick personally known to me to be the same person whose name is as President of ICM Properties, Inc., an Illinois corporation Sole Manager of Southport Properties, LLC, a Delaware limited liability company subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited liability company for the uses and purposes therein set forth.
GIVEN my hand and notary seal this, day of, 2013, Notary Public
My commission expires: Ob. 11 2013 SIGNAM LALLY SCHAMESION EXPIRES JUNE 11, 2013

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STATE OF ILLINOIS)			
COUNTY OF COOK) SS.)			
I, (CHAFF		, a Notary Public	in and for the
County and State aforesaid			us V. Leonardi	<u> </u>
Successor ir. Interest to Hy	(de Park Bank an	of Beverly Bar	nk & Trust Comp	any, N. A. as
to the foregoing instrument	t appeared before	e me this day in a	y, a panking associa	edged to me that
he, being thereunto duly a	uthorized, signed	and delivered s	said instrument as h	is own free and
voluntary act and as the fi	ree and voluntary	act of said cor	poration, for the us	es and purposes
therein set forth.				
GIVEN under my h	and and notarial s	seal this	day of July	2012
Of VERV under my m	and a to notarial s	scar tins		, 2013.
			MM	
Mr. Commission Francisco	Alla lie	Ī	TOTARY PUBLIC	
My Commission Expires:	-411Fh3		8000000000	*******************************
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			"OFFIC C Notary Publ My Commission	
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EXHIBIT A

2650 N. MARSHFIELD

LOT 52 IN P. F. HAYNES ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH. RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

ODERAL OF COOK COUNTY CLERK'S OFFICE

P.I.N.: