

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

ABC Bank
Lake Street Branch
5645 W. Lake Street
Chicago, IL 60644



Doc#: 1326147067 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/18/2013 02:46 PM Pg: 1 of 13

WHEN RECORDED MAIL TO:

ABC Bank
2 South York Road
Bensenville, IL 60106

SEND TAX NOTICES TO:

ABC Bank
Lake Street Branch
5645 W. Lake Street
Chicago, IL 60644

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Dawn De Long, Loan Administrative Assistant
ABC Bank
5645 W. Lake Street
Chicago, IL 60644



10BAR19265

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 12, 2013 is made and executed between BV Mount Prospect LLC in regards to Parcels A, B, C, D and E whose address is 832 Custer Ave, Evanston, IL 60202; BV 75th & Yates LLC in regards to Parcel F, whose address is 832 Custer Ave., Evanston, IL 60202 and Wesley Realty Group Inc in regards to Parcel G, whose address is 832 Custer Ave., Evanston, IL 60202 (referred to below as "Grantor") and ABC Bank, whose address is 5645 W. Lake Street, Chicago, IL 60644 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 7, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded 09/09/2011 in the Cook County Recorder of Deeds office as Doc # 125257205.

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

See See Exhibit A, 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 353, 355, 357, 359 and 365 Hawthorne Circle Mount Prospect, 7451 South Yates Boulevard and 7447 South Yates Boulevard, Chicago, IL 60618. The Real Property tax identification number is 08-23-201-052, 053, 054, 055 & 058-0000, 21-30-115-011-0000, 21-30-115-032-0000 & 21-30-115-010-0000.

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

Increase principal to \$350,000.00 from \$100,000.00.

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 21868

(Continued)

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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.

PROHIBITION OF ASSIGNMENT S AND ENCUMBRANCES BY BORROWER. Borrower shall not, without prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, or attempt to do any of the foregoing, of any of the following rights, properties or interests which occurs, in granted, accomplished, attempted or effectuated without Lender's prior written consent shall constitute a "Prohibited Transfer" hereunder:

a) Borrower's interest under the Loan Documents or in the Property, or any part thereof, interest therein or earnings thereon, excepting only sales or other dispositions of collateral no longer useful in connection with the operation of the Property (herein called "obsolete Collateral"), provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility and subject to the liens and security interests of the Loan Documents with the same priority as such liens and security interests in the collateral disposed of;

b) If Borrower, any beneficiary of a trustee borrower, any general partner in a partnership borrower or partnership or joint venturer in a joint venture borrower which is a beneficiary of a trustee borrower is a corporation or any owner of substantially all of the stock of such corporation is itself a corporation (other than a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System), any shares of capital stock of such corporation; or

c) If Borrower, or any beneficiary of a trustee borrower is a partnership or joint venture or limited liability company, all or any part of the partnership or joint venture or membership interest, as the case may be, in such partnership, joint venture or limited liability company;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrances or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph shall not apply (i) to liens in favor of Lender securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default or (iii) transfers of membership interests in Borrower for estate planning purposes to (a) immediate family members, (b) trusts established for the benefit of such member or such immediate family members or (c) entities controlled by such members or such immediate family members

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 12, 2013.

GRANTOR:

BV MOUNT PROSPECT LLC

By: 
Albert Belmonte, Manager of BV Mount Prospect LLC

BV 75TH & YATES LLC

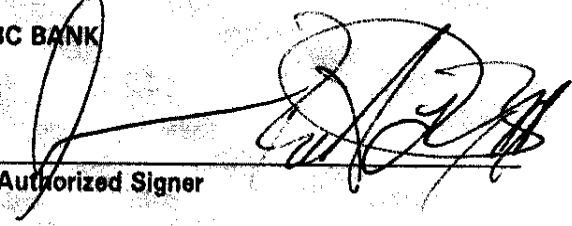
By: 
Albert Belmonte, Manager of BV 75th & Yates LLC

WESLEY REALTY GROUP INC

By: 
Albert Belmonte, President of Wesley Realty Group Inc

LENDER:

ABC BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 21868

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

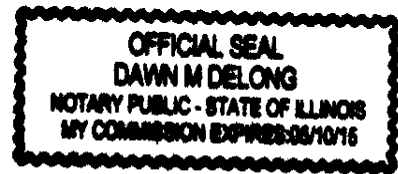
COUNTY OF DePage) SS)

On this 12th day of August, 2013 before me, the undersigned Notary Public, personally appeared **Albert Belmonte, Manager of BV Mount Prospect 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 Dawn M. DeLong Residing at Wheaton, Ill

Notary Public in and for the State of Illinois

My commission expires 5/10/15



DePage County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 21868

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

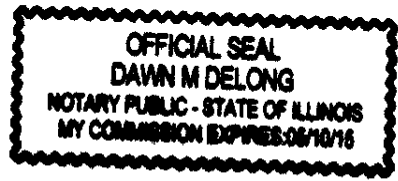
COUNTY OF DePage)

On this 12th day of August, 2013 before me, the undersigned Notary Public, personally appeared **Albert Belmonte, Manager of BV 75th & Yates 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 Dawn M. DeLong Residing at Wheaton, IL

Notary Public in and for the State of Illinois

My commission expires 5/10/15



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MODIFICATION OF MORTGAGE

Loan No: 21868

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 12th day of August, 2013 before me, the undersigned Notary Public, personally appeared **Albert Belmonte, President of Wesley Realty Group Inc**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Dawn M. DeLong Residing at Wheaton, Ill

Notary Public in and for the State of Illinois

My commission expires 5/10/15

DUPage County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 21868

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

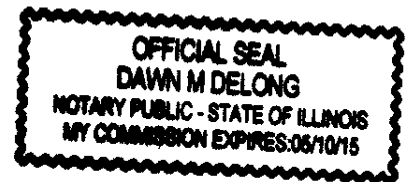
COUNTY OF DePage) SS

On this 10th day of August, 2013 before me, the undersigned Notary Public, personally appeared Robert L. B911 and known to me to be the VP Commercial Loans, authorized agent for **ABC Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ABC Bank**, duly authorized by **ABC 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 **ABC Bank**.

By Dawn M. DeLong Residing at Wheaton, IL

Notary Public in and for the State of Illinois

My commission expires 5/10/15



County Clerk's Office

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LEGAL DESCRIPTION

PARCEL A:

PARCEL 1.

THE NORTH 48.67 FEET, AS MEASURED ALONG THE EAST AND WEST LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300430, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 52 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 296.4 FEET; THENCE DUE EAST, 24.63 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 05 MINUTES 14 SECONDS WEST 141.22 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 46 SECONDS EAST, 52.8 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 14 SECONDS EAST, 141.22 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 46 SECONDS WEST, 52.8 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, 2 AND 3 RESPECTIVELY AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED APRIL 2, 1976 AND RECORDED APRIL 7, 1976 AS DOCUMENT 24062165 AND CREATED BY DEED AS DOCUMENT 25404448 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS, FOR PARCEL 1, AND DOCUMENT NUMBER 23443254 AND DOCUMENT NUMBER 24062165 AS CREATED BY DEED AS DOCUMENT 25450447 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS, FOR PARCEL 2 AS CREATED BY DEED AS DOCUMENT 25450446 FOR INGRESS AND EGRESS IN COOK COUNTY ILLINOIS, FOR PARCEL 3.

FOR INFORMATIONAL PURPOSES ONLY:

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Common Address: 353 Hawthorne Circle, Mount Prospect, IL 60056
PIN: 08-23-201-052-0000

PARCEL B:

PARCEL 1:

THE NORTH 48.84 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THE PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300430, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE DUE WEST ALONG THE NORTH LINE OF SAID LOT 1, 452.29 FEET; THENCE DUE SOUTH 166.51 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREON DESCRIBED; THENCE SOUTH 89 DEGREES 58 MINUTES 26 SECONDS EAST, 141.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS WEST, 52.80 FEET THENCE NORTH 89 DEGREES 58 MINUTES, 26 SECONDS WEST, 141.17 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 34 SECONDS, EAST 52.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, 2 AND 3 RESPECTIVELY AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED APRIL 2, 1976 AND RECORDED APRIL 7, 1976 AS DOCUMENT 24062165 AND CREATED BY DEED AS DOCUMENT 25404448 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS, FOR PARCEL 1, AND DOCUMENT NUMBER 23443254 AND DOCUMENT NUMBER 24062165 AS CREATED BY DEED AS DOCUMENT 25450447 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS, FOR PARCEL 2 AS CREATED BY DEED AS DOCUMENT 25450446 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS, FOR PARCEL 3.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 355 Hawthorne Circle, Mount Prospect, IL 60056
PIN: 08-23-201-053-0000

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PARCEL C:

PARCEL 1:

THE WEST 43.63 FEET OF THE EAST 92.48 FEET, BOTH AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300430, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE DUE WEST ALONG THE NORTH LINE OF LOT 1, 452.29 FEET; THENCE DUE SOUTH 166.51 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 58 MINUTES 26 SECONDS EAST, 141.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS WEST, 52.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 26 SECONDS WEST, 141.17 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 52.80 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED APRIL 7, 1976 AS DOCUMENT 23443254 AND CREATED BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 25, 1980 AND KNOWN AS TRUST NUMBER 49124 TO ROSE ANNE PEKNY DATED JUNE 25, 1980 AND RECORDED SEPTEMBER 8, 1980 AS DOCUMENT 25574916 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 357 Hawthorne Circle, Mount Prospect, IL 60056
PIN: 08-23-201-054-0000

PARCEL D:

PARCEL 1:

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ALL THAT PART LYING WEST OF THE EAST 92.48 FEET , AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THET PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300430, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE DUE WEST ALONG THE NORTH LINE OF SAID LOT 1, 452.29 FEET; THENCE DUE SOUTH 166.51 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 58 MINUTES 26 SECONDS EAST, 141.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS WEST, 52.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 26 SECONDS WEST, 141.17 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 52.80 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 4 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED APRIL 7, 1976 AS DOCUMENT 23443254 AND CREATED BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 27, 1975 AND KNOWN AS TRUST NUMBER 49124 TO ROSE ANNE PEKNY DATED JUNE 25, 1980 AND RECORDED SEPTEMBER 8, 1980 AS DOCUMENT 25574912 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 359 Hawthorne Circle, Mount Prospect, IL 60056
 PIN: 08-23-201-055-0000

PARCEL E:

PARCEL 1:

ALL THAT PART LYING WEST OF THE EAST 92.32 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT

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23300430, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE DUE
 WEST ALONG THE NORTH LINE OF LOT 1, 452.46 FEET; THENCE DUE SOUTH
 21.99 FEET TO THE POINT OF BEGINNING OF THE LAND
 HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 37 MINUTES 26 SECONDS
 EAST, 140.96 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 34 SECONDS
 WEST, 52.80 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 26 SECONDS,
 140.96 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 34 SECONDS EAST,
 52.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AS
 SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED APRIL 7, 1976
 AS DOCUMENT 23443254 AND AS CREATED BY DEED FROM LASALLE
 NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE
 27, 1975 AND KNOWN AS TRUST NUMBER 49124 TO ROSE ANNE PEKNY
 DATED JUNE 25, 1980 AND RECORDED SEPTEMBER 8, 1980 AS DOCUMENT
 25574904 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 365 Hawthorne Circle, Mount Prospect, IL 60065
 PIN: 08-23-201-058-0000

PARCEL F:

PARCEL 1: THE SOUTH 74 FEET OF LOT 40 IN DIVISION 4 IN SOUTH SHORE
 SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP
 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS.

PARCEL 2: THE WEST 17 FEET OF LOT 39 IN DIVISION 4 IN SOUTH SHORE
 SUBDIVISION IN SECTION 30, TOWNSHIP 39 NORTH, RANGE 15, EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7451 South Yates Boulevard, Chicago, IL 60618
 PIN: 21-30-115-011-0000
 21-30-115-032-0000

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PARCEL G:

Lot 40 (except the South 74 feet) and the South 30 1/3 feet of Lot 37 in Block 4 in South Shore Subdivision of the North Fractional 1/2 of Section 30, Township 38 North, Range 15, together with resubdivision of Lots 1, 2, 4, 64, 66, 126, 127 and 128, Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7447 South Yates Boulevard, Chicago, IL 60649
PIN: 21-30-115-010-0000

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