

RECORDATION REQUESTED BY:

Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634

WHEN RECORDED MAIL TO:

Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634

SEND TAX NOTICES TO:

Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634

FOR RECORDER'S USE ONLY

H25332572

This Modification of Mortgage prepared by:

Robert Sztremmer, Loan Processor
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 29, 2013 is made and executed between 38th Floor, LLC (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 W Belmont Ave, Chicago, IL 60634 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded with Cook County Recorder of Deeds on October 2, 2008 as document number 0827631058.

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

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 221 N LaSalle St, Ste 3800, Chicago, IL 60601. The Real Property tax identification number is 17-09-419-558-0000, 17-09-419-559-0000, 17-09-419-560-0000, 17-09-419-561-0000, 17-09-419-562-0000, 17-09-419-563-0000.

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

- (i) Maturity Date of the Indebtedness is hereby extended to October 1, 2018.
- (ii) The Indebtedness is evidenced by original Promissory Note dated September 29, 2008 in the original principal amount of \$650,000.00, with all of its renewals and modifications and most recently modified by Change in Terms Agreement dated September 29, 2013 in the principal amount of \$489,000.00 with monthly payments of \$3,111.72 principal and interest calculated based on 4.500% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on October 1, 2018
- (iii) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent

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

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described therein

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.

WAIVER OF THE RIGHT OF REDEMPTION. Notwithstanding any of the provisions to the contrary contained in the Mortgage, Grantor hereby waives to the extent permitted under 735 ILCS 5/15-1601(b) or any similar law existing after the date of the Mortgage, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 29, 2013.

GRANTOR:**38TH FLOOR, LLC**

By:



 James J. Banks, Member of 38th Floor, LLC

LENDER:**BELMONT BANK & TRUST COMPANY**

X



 Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

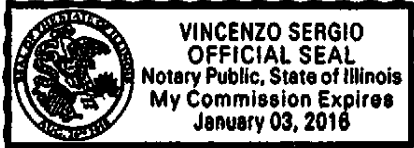
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 27th day of SEPTEMBER, 2013 before me, the undersigned Notary Public, personally appeared **James J. Banks, Member of 38th Floor, 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 IL

My commission expires 1-3-2016



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

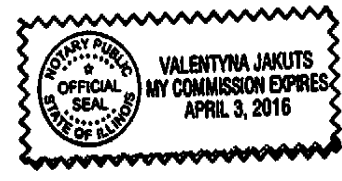
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 27th day of September, 2013 before me, the undersigned Notary Public, personally appeared Robert Sztremier and known to me to be the Loan Processor, authorized agent for Belmont Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Belmont Bank & Trust Company, duly authorized by Belmont Bank & Trust Company 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 Belmont Bank & Trust Company.

By V. Jay Residing at Schaumburg

Notary Public in and for the State of IL

My commission expires 04/3/16



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EXHIBIT A

Legal Description:

PARCEL 1:

LOTS 38D1, 38D2, 38E1, 38E2, 38R1 AND 38R2 IN THE LASALLE-WACKER SUBDIVISION RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, BEING A SUBDIVISION OF PART OF LOTS 3 AND 4 IN BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE PERMANENT AND PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE COMMON PROPERTIES, AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS, MADE BY 221 NORTH LASALLE PARTNERS, LLC, DATED AUGUST 11, 2008 AND RECORDED SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, IN COOK COUNTY, ILLINOIS.

Real Property tax identification number is 17-09-419-558-0000, 17-09-419-559-0000, 17-09-419-560-0000, 17-09-419-561-0000, 17-09-419-562-0000, 17-09-419-563-0000.

Commonly Known As:

221 North LaSalle Street
Unit 3800
Chicago, IL 60601