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1532144076

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

Doc#: 1532144076 Fee: \$44.00
RHSP Fee: \$9.00 RPHF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/17/2015 04:23 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Techie L. Vargas
LAKESIDE BANK
1055 WEST ROOSEVELT ROAD
CHICAGO, IL 60608

MODIFICATION OF MORTGAGE



*000000000060793791074010292015###*****

THIS MODIFICATION OF MORTGAGE dated October 29, 2015, is made and executed between Horn Holdings, LLC, whose address is 301 West G Street, Unit 406, San Diego, CA 92101-6070 (referred to below as "Grantor") and LAKESIDE BANK, whose address is 55 W WACKER DRIVE, CHICAGO, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 15, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on January 27, 2015 as Document No. 1502755076.

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

UNIT 802 DAVIS ST. IN OPTIMA TOWERS EVANSTON COMMERCIAL CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0020263493 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 802 Davis Street, Unit 802, Evanston, IL 60201-4402. The Real Property tax identification number is 11-18-311-042-1002.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 60793791

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Adjust the monthly payment amount based on the current remaining term and the remaining balance of \$455,000.20. All other terms and conditions of the loan documents shall remain in full force and effect.

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 OCTOBER 29, 2015.

GRANTOR:

HORN HOLDINGS, LLC

By: 

Richard M. Horn, Manager/Member of Horn Holdings, LLC

LENDER:

LAKESIDE BANK

x 

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 60793791

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LENDER ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK) SS)

On this 16th day of November, 2015 before me, the undersigned Notary Public, personally appeared Justin Newhus and known to me to be the AVP, 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 Natasha Fernandez Residing at Chicago IL

Notary Public in and for the State of IL

My commission expires 7-1-19



Notary Public of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) SS

COUNTY OF San Diego)

On this 10th day of November, 2015 before me, the undersigned Notary Public, personally appeared **Richard M. Horn, Manager/Member of Horn Holdings, 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 Merry A Kingsley, Notary Public Residing at San Diego CA

Notary Public in and for the State of CALIFORNIA

My commission expires August 31, 2018



San Diego County Clerk's Office