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

Doc#: 1604744104 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/16/2016 04:40 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

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

## MODIFICATION OF MORTGAGE



\*000000000060770191074012152015:###:#####\*

**THIS MODIFICATION OF MORTGAGE** dated December 15, 2015, is made and executed between Elston Leavitt LLC, whose address is 321 North Clark Street, Suite 2450, Chicago, IL 60654-4706 (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 December 15, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder on January 15, 2015 as Document No. 1501535009.

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

**PARCEL 1:**

THAT PART OF LOT 10 IN SUPERIOR COURT PARTITION OF SNOW ESTATE IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WHICH IS 65 FEET NORTHWESTERLY FROM POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHWESTERLY LINE OF NORTH LEAVITT (FORMERLY SNOW) STREET AND RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 80.61 FEET TO A POINT 145.61 FEET NORTHWESTERLY FROM ABOVE MENTIONED POINT OF INTERSECTION OF SAID LINES OF NORTH ELSTON AVENUE AND NORTH LEAVITT STREET; THENCE SOUTHWESTERLY A DISTANCE OF 204.50 FEET ALONG A STRAIGHT LINE WHICH FORMS

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AN ANGLE (MEASURED IN WESTWARD QUADRANT) OF 89 DEGREES 48 MINUTES 20 SECONDS WITH SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE AND WHICH IF EXTENDED WOULD PASS THROUGH A POINT WHICH IS 393.96 FEET SOUTHWESTERLY FROM SOUTHWESTERLY LINE OF SAID NORTH ELSTON AVENUE AND 152.30 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET; THENCE SOUTHEASTERLY PARALLEL WITH A LINE DISTANT 204.50 FEET SOUTHWESTERLY FROM SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE A DISTANCE OF 81.18 FEET TO A POINT 67.90 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET AND THENCE NORTHEASTERLY A DISTANCE OF 204.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF LOT 10 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN PARTITION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES THEREOF), BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WITH THE NORTHWESTERLY LINE NORTH LEAVITT STREET (FORMERLY SNOW) AND RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 65 FEET; THENCE SOUTHWESTWARDLY A DISTANCE OF 204.50 FEET TO A POINT 67.90 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET; THENCE NORTHWESTWARDLY PARALLEL WITH AND DISTANCE OF 207.50 FEET SOUTHWESTERLY FROM SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 81.18 FEET TO A POINT ON A STRAIGHT LINE DRAWN FROM A POINT NORTH SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WHICH IS 145.61 FEET NORTHWESTERLY FROM THE POINT OF BEGINNING OF THIS DESCRIPTION TO A POINT WHICH IS 393.96 FEET SOUTHWESTERLY FROM SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE AND 152.30 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET; THENCE SOUTHWESTWARDLY ALONG THE LAST ABOVE DESCRIBED STRAIGHT LINE, A DISTANCE 120.47 FEET; THENCE SOUTHEASTWARDLY A DISTANCE OF 151.14 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET WHICH IS 325 FEET SOUTHWESTERLY FROM THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET, A DISTANCE OF 325 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2530-2536 North Elston Ave, Chicago, IL 60647-2030. The Real Property tax identification number is 14-30-310-021-0000, 14-30-310-022-0000.

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

**The maturity is hereby extended to March 15, 2016. 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

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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 DECEMBER 15, 2015.**

GRANTOR:

ELSTON LEAVITT LLC

By:

Mark T. O'Toole, Manager/Sole Member of Elston Leavitt LLC

LENDER:

LAKESIDE BANK

X

Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

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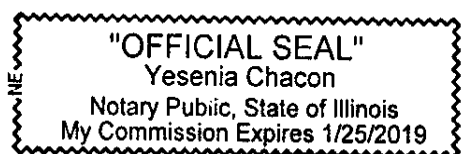
On this 11th day of February, 2016 before me, the undersigned Notary Public, personally appeared **Mark T. O'Toole, Manager/Sole Member of Elston Leavitt LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged 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 Yesenia Chacon

Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 1-25-2019



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### LENDER ACKNOWLEDGMENT

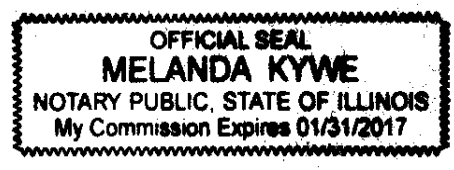
STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 16th day of February, 2016 before me, the undersigned Notary Public, personally appeared Jo Ann Wong and known to me to be the S.V.P., 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 Melanda Kywe Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 01/31/2017



Clerk's Office