# **UNOFFICIAL COPY**

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

SEND TAX NOTICES TO: LAKESIDE BAN: UIC/NEAR WEST 1055 W ROOSEVELT FD CHICAGO, IL 60608



Doc#: 1614544073 Fee: \$52.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 05/24/2016 04:24 PM Pg: 1 of 8

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



\*00000000010902891074003012016######/##/####

THIS MODIFICATION OF MORTGAGE dated March 1, 2016, is made and executed between 15th Street Blue Island LLC, whose address is 5750 North Virginia Avenue, Chicago, IL 60659-3715 (referred to below as "Grantor") and LAKESIDE BANK, whose address is 1350 S. Michigan, CHICAGO, IL 60605 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 29, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 04, 2011 as document number 1100455100.

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

PARCEL 1: A PARCEL OF LAND COMPRISED OF A PART OF BLOCK 9 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S-ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT), IN COOK COUNTY, ILLINOIS, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 15TH STREET WITH THE SOUTHEASTERLY LINE OF SOUTH BLUE ISLAND AVENUE, SAID INTERSECTION BEING ALSO THE SOUTHWESTERLY CORNER OF LOT 70 IN SAID BLOCK 9 OF WILLIAM SAMPSON'S SUBDIVISION;

Or

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#### **MODIFICATION OF MORTGAGE** (Continued)

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THENCE NORTHEASTWARDLY ALONG THE SOUTHEASTERLY LINE OF SOUTH BLUE ISLAND AVENUE, A DISTANCE OF 142.45 FEET TO AN INTERSECTION WITH A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 153.55 FEET TO THE CENTER LINE OF THE VACATED ALLEY, 16.00 FEET WIDE; THENCE SOUTHWESTWARDLY ALONG SAID CENTER LINE OF THE VACATED ALLEY, A DISTANCE OF 142.45 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF W. 15TH STREET; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 153.55 FEET TO THE POINT OF BEGINNING.

PARCEL 2: PARCEL OF LAND COMPRISED OF A PART OF LOT 1 AND ALL OF LOTS 2, 3, 4 AND 5 IN ROBERT H. WALKER'S SUBDIVISION OF LOTS 71, 72, 73 AND 74 IN BLOCK 9 OF SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT), IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE SOUTH ASTERLY HALF OF THAT PORTION OF THE VACATED ALLEY, 16.00 FEET WIDE, LYING NORTHWESTERLY OF AND ADJOINING SAID LOTS 1 THROUGH 5, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 15TH STREET WITH THE WEST LINE OF SOUTH RACINE AVENUE, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF LOT 5 IN SAID ROBERT H. WALKER'S SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 118.46 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET, A DISTANCE OF 60.14 FEET TO THE CENTER LINE OF SAID VACATED ALLEY; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE A DISTANCE OF 142.45 FEET TO AN WEERSECTION WITH SAID NORTH LINE OF W. 15TH STREET; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 139.25 FEET TO THE POINT OF BEGINNING.

PARCEL 3: NON EXCLUSIVE TEMPORARY EASEMENT CONSTRUCTION EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THE TEMPORARY EASEMENT AGREEMENT DATED NOVEMBER 8, 2007 BY AND BETWEEN TCF NATIONAL BANK (GRANTOR), AND 15TH STREET BLUE ISLAND LLC, (GRANTEE), RECORDED NOVERMBER 9, 2007 AS DOCUMENT 0731360042 FOR THE PURPOSE OF ENTRY ONTO GRANTOR'S PARCEL BY GRANTEE, ITS ENCLOYEES, AGENTS AND CONTRACTORS IN ORDER TO UTILIZE GRANTORS PARCEL AS A CONSTRUCTION STAGING AREA, TO STORE CONSTRUCTION MATERIALS, ACCESS THE GRANTEE'S PARCEL WITH CONSTRUCTION VEHICLES, LOCATE CRANES AND TRAILERS, AND PARK VEHICLES, OVER THE FOLLOW DESCRIBED LAND: A PARCEL OF LAND COMPRISED OF A PART OF BLOCK 9 AND WILLIA: SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 1/4 SAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE FAST HALF OF SAID TRACT), IN COOK COUNTY, ILLINOIS, SAID PARCEL BOUNDED AND DESCRIPED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF S. RACINE AVENUE WHICH IS 118.45 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF W. 15TH STREET MENCE WEST ALONG A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF W. 15TH STREET, A DISTANCE OF 213.69 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF S. BLUE ISLAND AVENUE; THENCE NORTHEASTWARDLY ALONG SAID SOUTHEASTERLY LINE OF S. BLUE ISLAND AVENUE, A DISTANCE OF 175.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF W. 14TH PLACE; THENCE EAST ALONG THE SOUTH LINE OF W. 14TH PLACE A DISTANCE OF 116.05 FEET TO SAID WEST LINE OF S. RACINE AVENUE; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 146.23 FEET TO THE POINT OF BEGINNING.

AGREEMENTS, COVENANTS, RESTRICTIONS, BENEFITS, OBLIGATIONS AND OTHER PROVISIONS SET FORTH IN THE AGREEMENT OF COVENANTS AND RESTRICTIONS DATED NOVEMBER 8, 2007 BY AND AMONG 15TH STREET BLUE ISLAND LLC, (BENEFITED PROPERTY) AND TCF NATIONAL BANK, LLC (BURDENED PROPERTY), RECORDED NOVEMBER 9, 2007 AS DOCUMENT 0731360043, FOR THE PURPOSE OF RESTRICTING ANY BUILDING LOCATED ON OR TO BE LOCATED ON THE BURDENED PROPERTY THAT IT SHALL HAVE A HEIGHT NOT TO EXCEED 36 FEET, ON THE FOLLOWING DESCRIBED

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# MODIFICATION OF MORTGAGE (Continued)

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LAND: THE PARCEL OF LAND COMPRISED OF A PART OF BLOCK 9 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 AND SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST ½ OF SAID TRACT), IN COOK COUNTY, ILLINOIS, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF S. RACINE AVENUE WHICH IS 118.46 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF W. 15TH STREET; THENCE WEST ALONG THE LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF W. 15TH STREET, A DISTANCE 213.69 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF S. BLUE ISLAND AVENUE; THENCE NORTHEASTWARDLY ALONG SAID SOUTHEASTERLY LINE OF W. 14TH PLACE, A DISTANCE OF 175.84 FEET TO AN INTERECTION WITH THE SOUTH LINE OF W. 14TH PLACE, A DISTANCE OF 116.05 W. 14TH PLACE, THENCE EAST ALONG THE SOUTH LINE OF W. 14TH PLACE, A DISTANCE OF 116.05 FEET TO SAID WEST LINE, A DISTANCE OF 146.23 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as Northeast Corner of 15h Street and Blue Island, Chicago, IL 60608. The Real Property tax identification number is 17-20-125-004-0000, 17-20-125-005-0000, 17-20-125-0000, 17-20-125-0000, 17-20-125-010-0000 and 17-20-125-011-0000.

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

The maturity date of the loan is hereby extended to March 1, 2017. All other terms and conditions of the loan documents shall remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified abrive, 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.

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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 MARCH 1, 2016.  GRANTOR:  |
|--|
| 15TH STREET BLUE ISLAND LLC  |
| By:  Jerry Karlik, Managing Member of Kargil Blue Island LLC  THE KEITH GILES REVOCABLE TRUST FATED FEBRUARY 15, 2002,  Managing Member of Kargil Blue Island LLC  By:  Keith M. Giles, Trustee of The Keith Giles Revocable Trust dated February 15, 2002 |
| LENDER:  LAKESIDE BANK  X  Authorized Signer   |

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### **MODIFICATION OF MORTGAGE**

Page 4 (Continued) Loan No: 10902891 GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2016. **GRANTOR:** 15TH STREET BIAIE ISLAND LLC KARGIL BLUE ISLANDUC, Manager of 15th Street Blue Island LLC By: Jerry Karlik, Managing Member of Kargil Blue Island LLC THE KEITH GILES REVOCABLE TRUST DATED FEBRUARY 15, 2002, Managing Member of Kargil Blue Island LLC True Control C By: Keith M. Giles, Trustee of The Keith Giles Revocable Trust dated February 15, 2002 LENDER: LAKESIDE BANK

**Authorized Signer** 

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Loan No: 10902891

#### MODIFICATION OF MORTGAGE (Continued)

Page 5 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF NEW YORK ) ) SS COUNTY OF NASAU ) 2010 before me, the undersigned Notary On this day of Public, personally appeared Jerry Karlik, Managing Member of Kargil Blue Island LLC, Manager of 15th Street Blue Island LLC, and Incwn 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. Residing at Notary Public in and for the State of Naw M KELLEY R. CHAFFEE My commission expires Public. State of New York JUDY CLOPAS OFFICE No. 01CH6328026 ission Expires July 20, 2019

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 10902891 Page 6 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT ) SS 2002, Managing Member of Kargil Blue Island LLC, Manager of 15th Street Blue Island 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 gath stated that he or she is authorized to execute this Modification and in fact executed the Moeification of behalf of the limited liability company. Residing at Wiraguill Fublic in and for the State of Windi OFFICIAL SEAL My commission expires 1107 (2d 6 C/ort's Orrica

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MODIFICATION OF MORTGAGE (Continued)

| Loan No: 10902891                              | (Continued)                      | rage /  |
|--|----------------------------------|---|
|  | LENDER ACKNOWLEDGMENT            |   |
| STATE OF /LCINOIS                              | )                                |   |
| - 1  | ) SS                             |   |
| COUNTY OF COOK                                 | )                                |   |
| On this  | Mesiding at                      | foregoing instrument and<br>SIDE BANK, duly authorized<br>ourposes therein mentioned,                                 |
|  |                                  |   |
| LaserPro, Ver. <b>1</b> 5.5. <b>10.002</b> Cop | L:\CFI\LPL\G201.FC TR-1030 PR-11 | IF Rights Reserved IL  (FFICIAL SEAL  ATASH'S FERNANDEZ  BY PUBLIC - 5 (ATE OF ILLINOIS)  OMBUSSION I XPIRES:07/01/19 |