First Bank of Highland Park Northbrook Office 633 Skokie Blvd. Northbrook, IL 60062

WHEN RECORDED MAIL TO:

First Bank of Highland Park Attn: Loan Operations 633 Skokie Blvd, Suite 250 Northbrook, IL 60062



Doc# 1700306123 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/03/2017 01:27 PM PG: 1 OF

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST BANK OF HIGHLAND FARK
633 Skokie Blvd.
Northbrook, IL 60062

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 18, 2016, is made and executed between FAT LADY SINGS, LLC, an Illinois limited liability company, whose address is 1101 W. MONROE, STE 100, CHICAGO, IL 60607 (referred to below as "Grantor") and First Bank of Highland Park, whose address is 633 Skokie Blvd., Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 18, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 10, 2014 as document number 1401026021, together with an Assignment of Rents dated December 18, 2013 and recorded January 10, 2014 as document number 1401026022.

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

PARCEL 1A:

UNIT S4-07 IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 1B:

RESIDENTIAL PARCEL EASEMENTS A NON-EXCLUSIVE EASEMENT

FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS

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MODIFICATION OF MORTGAGE (Continued)

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CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF

- i) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, SIGNAGE, ACCESS TO STORAGE AREAS, LOADING DOCK AND TRASH ROOM, GARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBED THEREIN.
- ii) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE PARTS OF THE SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF R49, FOR THE BENEFIT OF SAID UNIT S4-07 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014, AND AS AMENDED FROM TIME TO TIME.

PARCEL 2A:

UNIT 53 IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN LINCOLN PARK 2520 SUSDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136713008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AC CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT USE OF CERTAIN FACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

The Real Property or its address is commonly known as 2550 N. Lakeview Avenue, Unit S407, Chicago, IL 60614. The Real Property tax identification number is 14-28-319-112-1175 and 14-28-319-115-1243.

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

The definition Note is hereby amended and restated as follows: The word "Note" means the promissory note dated December 18, 2013, in the original principal amount of \$624,407.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The principal amount as of the date of this modification is \$580,709.57. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.500% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 1.000 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.500% based on a year of

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360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one principal payment of \$580,709.57 plus interest on December 18, 2017. This payment due on December 18, 2017, will be for all principal and all accrued interest not yet paid. In addition, Grantor will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 18, 2017, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Add the following a refersion option provision: At maturity, provided that all Lender's requirements have been met, Lender agrees to extend the maturity date for an additional 12 months to December 18, 2018 (the "extended maturity).

CONTINUING VALIDITY. Excert 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.

INDEBTEDNESS AND LIENS. Borrower covenants and agrees with Lander during the term of this Mortgage, including all renewals, extensions and modifications, Borrower shall not, without the prior written consent of Lender: (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Note, create, incur, or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

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 18, 2016.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

FAT LADY SINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

COURT VENTURES INC., Manager of FAT LADY SINGS, LLC, an Illinois limited liability company

D. COWEN, President of COURT VENTURES, INC. JUR.

OFFICE

LENDER:

FIRST BANK OF HIGHLAND PARK

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MINDIS)
/**) SS
COUNTY OF DOK)
SINGS, LLC, an Illinois iir and liability company, and limited liability company that executed the Modification the free and voluntary act and deed of the limited organization or its operating agreement, for the uses	d known to me to be a member or designated agent of the tion of Mortgage and acknowledged the Modification to be d liability company, by authority of statute, its articles of s and purposes therein mentioned, and on oath stated that on and in fact executed the Modification on behalf of the Residing at AMMS, A
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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF THIODIS)
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county oflake)
On this day of December_ Public, personally appeared David A. Smith	, <u>ລວາ ໒</u> before me, the undersigned Notary and known to me to be the ເປ
and acknowledged said instrument to be the free and duly authorized by First Bank of Highland Park through purposes therein mentioned, and on eath stated that he in fact executed this said instrument on behalf of First B	n its board of directors or otherwise, for the uses and or she is authorized to execute this said instrument and
By Marula allaucin	Residing at Highward IL 6040
Notary Public in and for the State of	
My commission expires 6/5/18	"OFFICIAL SEAL" Mariela Alducin NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 06/05/2018
LaserPro, Ver. 16.4.0.017 Copr. D+H USA Corpo F:\LPWIN\CFI\LPL\G20	