

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**  
First Bank of Highland Park  
Northbrook Office  
633 Skokie Blvd.  
Northbrook, IL 60062



Doc# 1914816026 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/28/2019 12:13 PM PG: 1 OF 6

**WHEN RECORDED MAIL TO:**  
First Bank of Highland Park  
Attn: Loan Operations  
Department  
633 Skokie Blvd  
Northbrook, IL 60062

**FOR RECORDER'S USE ONLY**

*IL 1704676 292  
3589*

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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 10, 2019, is made and executed between ACROSS THE POND, LLC, an Illinois limited liability company, whose address is 17 N. State St., Ste 1700, Chicago, IL 60602 (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 April 10, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 21, 2014 as Document No. 1411141090, together with an Assignment of Rents dated April 10, 2014 and recorded as Document No. 1411141091.

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

**PARCEL 1A:**

UNIT N8-05 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

Near North National Title  
222 N. LaSalle  
Chicago, IL 60601



*S Y  
P G  
S Y-1  
M N  
SC H  
E N  
INT R/L*

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

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A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS 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

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 ONE BALCONY FOR THE BENEFIT OF SAID UNIT N8-05, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, 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 65 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 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 1136318008; 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 AS 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.

**PARCEL 2C:**

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA S65, FOR THE BENEFIT OF SAID UNIT 65, A LIMITED ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550 PARKING CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME

The Real Property or its address is commonly known as 2550 N. Lakeview Avenue, Unit N805 and Parking Space 65, Chicago, IL 60614. The Real Property tax identification number is 14-28-319-112-1069 and

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## MODIFICATION OF MORTGAGE (Continued)

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14-28-319-115-1255.

**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 April 10, 2014, in the original principal amount of \$664,314.00 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 \$628,000.00. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 5.500% 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 6.500% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one principal payment of \$628,000.00 plus interest on October 10, 2019. This payment due at maturity 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 May 10, 2019, 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 TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Add the following extension option provision:** At maturity, provided that all Lender's requirements have been met, Lender agrees to extend the maturity date for an additional 6 months to April 10, 2020 (the "extended maturity").

**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 remain 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 Lender 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.

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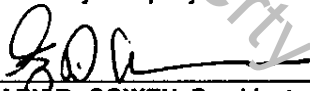
## MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 10, 2019.

GRANTOR:

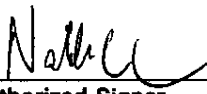
ACROSS THE POND, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

COURT VENTURES, INC., Manager of ACROSS THE POND, LLC, an Illinois limited liability company

By:   
GARY D. COWEN, President of COURT VENTURES, INC.

LENDER:

FIRST BANK OF HIGHLAND PARK

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 27 day of April, 2019 before me, the undersigned Notary Public, personally appeared **GARY D. COWEN, President of COURT VENTURES, INC., Manager of ACROSS THE POND, LLC**, an Illinois limited liability company, 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 Chicago

Notary Public in and for the State of IL

My commission expires 11/18/20



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

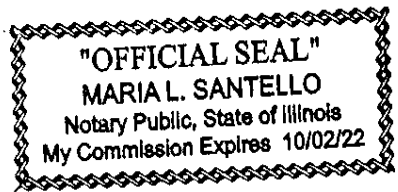
STATE OF Illinois )  
 )  
 COUNTY OF Lake ) SS  
 )

On this 21<sup>ST</sup> day of May, 2019 before me, the undersigned Notary Public, personally appeared NATHAN BOWLER and known to me to be the VICE PRESIDENT, authorized agent for First Bank of Highland Park that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Bank of Highland Park, duly authorized by First Bank of Highland Park 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 First Bank of Highland Park.

By Maria Santello Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 10-2-22



DeKalb County Clerk's Office