

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

LAKESIDE BANK  
UIC/NEAR WEST  
1055 W ROOSEVELT RD  
CHICAGO, IL 60608



\*1915016090\*

Doc# 1915016090 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2019 04:55 PM PG: 1 OF 5

**WHEN RECORDED MAIL TO:**

LAKESIDE BANK  
UIC/NEAR WEST  
1055 W ROOSEVELT RD  
CHICAGO, IL 60608

**SEND TAX NOTICES TO:**

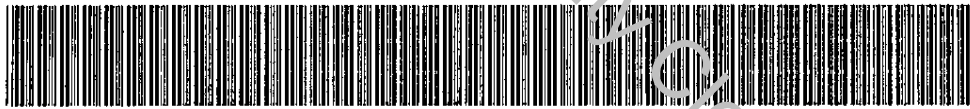
LAKESIDE BANK  
UIC/NEAR WEST  
1055 W ROOSEVELT RD  
CHICAGO, IL 60608

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Lady McGuire  
LAKESIDE BANK  
1055 W ROOSEVELT RD  
CHICAGO, IL 60608

## MODIFICATION OF MORTGAGE



\*#####074003092019#####\*

**THIS MODIFICATION OF MORTGAGE** dated March 9, 2019, is made and executed between CAP PROPERTIES, LLC, whose address is 5866 N. Kenneth Avenue, Chicago, IL 60646 (referred to below as "Grantor") and LAKESIDE BANK, whose address is 1055 W ROOSEVELT RD, CHICAGO, IL 60608 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 9, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on June 11, 2015 as Document Number 1516208244.

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

**COMMERCIAL UNIT (LOWER LEVEL)**

That property and space contained within and between a certain horizontal plane located 7.20 feet above Chicago city datum and that certain other horizontal plane located 14.71 feet above Chicago city datum lying within the boundaries projected vertically of that part of Lot 27 in Sub-block 1 in the South 1/2 of Block 3 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of Lot 27, being also a point on the North line of West Webster

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

Avenue distant 24.00 feet from its intersection with the East line of North Sheffield Avenue; thence East along the South line of Lot 27, a distance of 1.36 feet; thence North along a line making an angle of 89 degrees 59 minutes 14 seconds measured counter clockwise, East to North from the last described course extended East, a distance of 2.38 feet to a point on the vertical line of intersection of the interior faces of two walls of three story brick and frame building commonly known as 956 West Webster Avenue in Chicago, being the point of beginning of the parcel herein described;

Thence along the interior faces of the walls of the enclosed space described herein, the following course and distances; all at right angles to each other unless noted otherwise North, a distance of 4.10 feet; East, a distance of 0.37 feet; North, a distance of 2.38 feet; West, a distance of 0.37 feet; North, a distance of 71.75 feet; East, a distance of 12.57 feet; South, a distance of 8.22 feet; East, a distance of 2.70 feet; South; a distance of 8.12 feet; West, a distance of 2.72 feet; South, a distance of 0.30 feet; East, a distance of 0.30 feet; South; a distance of 15.76 feet; East, a distance of 6.93 feet; South, a distance of 7.70 feet; West, a distance of 6.85 feet; South; a distance of 16.70 feet; East, a distance of 3.07 feet; South, a distance of 21.43 feet; West, a distance of 15.90 feet to the point of beginning.

Also

**COMMERCIAL UNIT (Upper level)**

That property and space contained within and between a certain horizontal plane located 16.18 feet above Chicago city datum and that certain other horizontal plane located 28.07 feet above Chicago city datum lying within the boundaries projected vertically of that part of Lot 27 in Sub-block 1 in the South 1/2 of Block 3 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Commencing at the Southwest corner of Lot 27, being also a point on the North line of West Webster Avenue distant 24.00 feet from its intersection with East line of North Sheffield Avenue; thence East along the South line of Lot 27, a distance of 1.02 feet; thence North along a line making an angle of 89 degrees 59 minutes 14 seconds measured counter clockwise, East to North from the last described course extended East, a distance of 1.99 feet to a point on the vertical line of intersection of the interior faces of two walls of three story brick and frame building commonly known as 956 West Webster Avenue in Chicago, being the point of beginning of the parcel herein described:

Thence along the interior faces of the walls of the enclosed space described herein, the following courses and distances: all at right angles to each other unless noted otherwise North, a distance of 78.85 feet; East a distance of 13.32 feet; South, a distance of 8.10 feet; East, a distance of 2.48 feet; South, a distance of 9.41 feet; West, a distance of 2.50 feet; South, a distance of 16.20 feet; East, a distance of 8.00 feet; South, a distance of 11.90 feet; West, a distance of 4.50 feet; South, a distance of 10.80 feet; West, a distance of 0.40 feet; South, a distance of 22.14 feet; West, a distance of 10.22 feet; to the point of beginning.

The Real Property or its address is commonly known as 956 West Webster Avenue, Unit 1, Chicago, IL 60614. The Real Property tax identification number is 14-32-209-058-0000.

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

**The maturity date of the loan is hereby extended to March 9, 2020 and the Interest Rate is amended to Prime + 1.00% with a minimum interest rate of 6.50%. 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

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## MODIFICATION OF MORTGAGE (Continued)

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 MARCH 9, 2019.**

GRANTOR:

CAP PROPERTIES, LLC

By:   
Glen R. Westphal Jr., Manager/Member of CAP PROPERTIES,  
LLC

By: \_\_\_\_\_  
Steven M. Paige, Manager/Member of CAP PROPERTIES, LLC

*(Unable to sign) SW*

LENDER:

LAKESIDE BANK

x   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

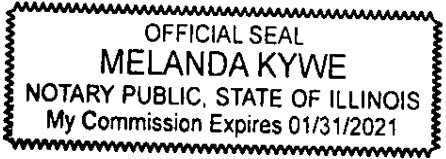
STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 30<sup>th</sup> day of May, 2019 before me, the undersigned Notary Public, personally appeared Glen R. Westphal Jr., Manager/Member of CAP PROPERTIES, LLC and Statewide Mortgage, Manager/Member of CAP PROPERTIES, LLC, and known to me to be members or designated agents 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 they are authorized to execute this modification and in fact executed the Modification on behalf of the limited liability company.

By Melanda Kywe Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 01/31/2021



Clerk of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
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On this 20th day of May, 2019 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 01/31/2021

