

RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201

WHEN RECORDED MAIL TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Yohanan/Kulasic
First Bank & Trust
820 Church Street
Evanston, IL 60201

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 05, 2013, is made and executed between HCGK LLC (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 5, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 01, 2010 as a document # 1024440049 at Cook County Recorder of Deeds, State of Illinois.

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

THE SOUTH 240.0 FEET OF LOT 3, (AS MEASURED ALONG THE EAST LINE THEREOF) IN EDGEBROOK COMMERCIAL PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6969 N. Austin Ave., Niles, IL 60174. The Real Property tax identification number is 10-32-203-029-0000.

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

This Modification of Mortgage reflects that the following paragraph is hereby inserted to the Mortgage and is made a part thereof:

The maturity date as defined in the Mortgage is hereby deleted.

Due on Sale. Consent by Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option

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

Loan No: 2571285-9001

Page 2

contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OR REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

All other terms and conditions not specifically amended herein, remain unchanged and in full 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 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 05, 2013.

GRANTOR:

HCGK LLC

By: 

Gary Beres, Manager of HCGK LLC

LENDER:

FIRST BANK & TRUST

X 

Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 2571285-9001

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS)

On this 19th day of March, 2013 before me, the undersigned Notary Public, personally appeared **Gary Beres, Manager of HCGK 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: [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 9/22/15



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 2571285-9001

Page 4

LENDER ACKNOWLEDGMENT

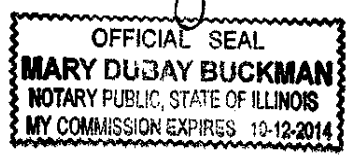
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 19th day of March, 2013 before me, the undersigned Notary Public, personally appeared Simon Phouan and known to me to be the Senior Vice President, authorized agent for First Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Bank & Trust, duly authorized by First Bank & Trust 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 & Trust.

By Mary Dubay Buckman Residing at Chicago, IL 60647

Notary Public in and for the State of Illinois

My commission expires 10/12/14



Country Clerk's Office