

# UNOFFICIAL COPY

400044871

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
CRE Division 5  
6111 N. River Road  
Rosemont, IL 60018



**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

Doc#: 1309557373 Fee: \$46.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/05/2013 02:28 PM Pg: 1 of 5

ONLY

This Modification of Mortgage prepared by:

## MODIFICATION OF MORTGAGE

GIT (4-4)



THIS MODIFICATION OF MORTGAGE dated February 10, 2013, is made and executed between 946 No. Cali LLC f/k/a 2512 W. Superior, LLC, whose address is 1429 W. Grand Avenue, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 10, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 10, 2008 executed by 2512 W. Superior LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 15, 2008 as document no. 0810618067, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 15, 2008 as document no. 0810618068, Modified by Modification recorded March 31, 2009 as Document #0909034003.

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

LOT 6 IN BLOCK 16 IN HUTCHINSON AND COLT'S SUBDIVISION OF BLOCK 2, 6, 12, AND 16 IN CARTER'S SUBDIVISION OF BLOCK 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 946 N. California Avenue, Chicago, IL 60622. The Real Property tax identification number is 16-01-317-019-0000.

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(Continued)**

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means, individually and collectively: That certain Promissory Note dated February 14, 2013 in the original principal amount of \$262,142.66 executed by Mainstreet Chicago, LLC-1429 W. Grand payable to Lender, as amended, supplemented, modified or replaced from time to time;

That certain Promissory Note dated February 15, 2013 in the original principal amount of \$251,154.10 executed by Mainstreet Chicago, L.L.C.-1753 Augusta payable to Lender, as amended, supplemented, modified or replaced from time to time;

That certain Promissory Note dated February 10, 2013 in the original principal amount of \$435,913.99 executed by 945 No. Cali LLC payable to Lender, as amended, supplemented, modified or replaced from time to time;

That certain Promissory Note dated February 15, 2013 in the original principal amount of \$374,679.97 executed by 2521 W. Chicago, LLC payable to Lender, as amended, supplemented, modified or replaced from time to time.

The interest rate on each of the Notes is 4.55% per annum. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Payment of all interest and principal due on the Note is due no later than February 15, 2018 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called the "Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof. .

**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.

**WAIVER.** GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

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## MODIFICATION OF MORTGAGE (Continued)

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THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 2013.

GRANTOR:

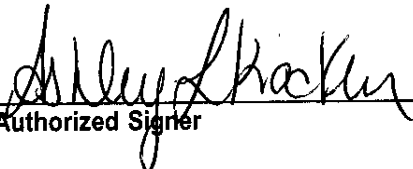
946 NO. CALI LLC F/K/A 2512 W. SUPERIOR, LLC

By: 

Authorized Signer for 946 No. Cali LLC f/k/a 2512 W. Superior, LLC

LENDER:

MB FINANCIAL BANK, N.A.

x   
Authorized Signer

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 19TH day of MARCH, 2013 before me, the undersigned Notary Public, personally appeared DANIEL P. KRAVITZ, MANAGER of 946 No. Cali LLC f/k/a 2512 W. Superior, 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 Cecilia Romanowski Residing at CHICAGO, IL 60608

Notary Public in and for the State of ILLINOIS

My commission expires 4-12-2016



Cook County Clerk's Office

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 19TH day of MARCH, 2013 before me, the undersigned Notary Public, personally appeared ASHLEY L. ROEGLER and known to me to be the AVP, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**.

By Cecilia Romanowski Residing at CHICAGO, IL 60608

Notary Public in and for the State of ILLINOIS

My commission expires 4-12-2016



Cook County Clerk's Office