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CIBM BANK
INDIANAPOLIS BRANCH
5120 E. 82ND STREET
INDIANAPOLIS, IN 46250

Doc#: 1321839059 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/06/2013 11:28 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
CIBM BANK
ATTN: LOAN
DOCUMENTATION CENTER
10068 W. LOOMIS ROAD
FRANKLIN, WI 53132

SEND TAX NOTICE TO:
MAYS PROPERTY
MANAGEMENT COMPANY,
LLP
5611 E. 71ST STREET
INDIANAPOLIS, IN 46220

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
SANDRA L. KUPKA, SR. LOAN DOCUMENTATION SPECIALIST
CIBM BANK
10068 W. LOOMIS ROAD
FRANKLIN, WI 53132-8109

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 2, 2013, is made and executed between MAYS PROPERTY MANAGEMENT COMPANY, AN INDIANA GENERAL PARTNERSHIP (NOW AN INDIANA LIMITED LIABILITY PARTNERSHIP) whose address is 5611 E. 71ST STREET, INDIANAPOLIS, IN 46220 (referred to below as "Grantor") and CIBM BANK, whose address is 5120 E. 82ND STREET, INDIANAPOLIS, IN 46250 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 17, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 10, 2013 with the Cook County Recorder of Deeds Office as Document No. 1313022060.

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

LOT 22 (EXCEPT THE WEST 78 FEET THEREOF) IN PULLMAN INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22 AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 23, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 875 East 112th Street, Chicago, IL 60628. The Real Property tax identification number is 25-23-102-009-0000.

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

Under "**MAXIMUM LIEN**", modify to read as follows:

MAXIMUM LIEN: At no time shall the principal amount of Indebtedness secured by the Mortgage, not

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104
S
M No
SO yes
E yes
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MODIFICATION OF MORTGAGE (Continued)

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including sums advanced to protect the security of the Mortgage, exceed \$1,400,000.00

Paragraph two, change "Lender" address to read as follows:
5120 E. 82nd Street, Indianapolis, IN 46250

Under "DEFINITIONS", change "Borrower" to read as follows:

Borrower. The word "Borrower" means MAYS PROPERTY MANAGEMENT COMPANY, LLP, WEST STREET L.L.C. AND CENTER TOWNSHIP INVESTMENTS, LLC for Promissory Note dated July 2, 2013 and the word "Borrower" means MAYS PROPERTY MANAGEMENT COMPANY, LLP for Promissory Note dated December 17, 2012, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Under "DEFINITIONS", change "Note" to read as follows:

Note. The word "Note" means the promissory note dated July 2, 2013, in the original principal amount of \$4,064,578.85 and promissory note dated December 7, 2012, in the original principal amount of \$2,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note. The maturity date of the debt or debts secured by this Mortgage is July 2, 2023. NOTICE TO GRANTOR: ONE OF THE NOTES CONTAINS A VARIABLE INTEREST RATE..

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 JULY 2, 2013.

GRANTOR:

MAYS PROPERTY MANAGEMENT COMPANY, LLP

By: 
**WILLIAM G. MAYS, PARTNER of MAYS PROPERTY
MANAGEMENT COMPANY, LLP**

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

CIBM BANK

X *[Signature]*
Authorized Signer Randy Collier

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Marion)

On this ^{5th} July/15th day of July, 2013 before me, the undersigned Notary Public, personally appeared **WILLIAM G. MAYS, PARTNER of MAYS PROPERTY MANAGEMENT COMPANY, LLP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By *[Signature]* Residing at Marion County
Notary Public in and for the State of Indiana

My commission expires April 28, 2016 ^{SDA}



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MODIFICATION OF MORTGAGE (Continued)

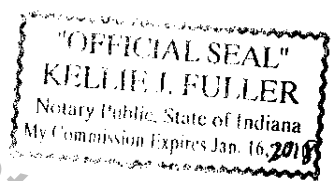
LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
 COUNTY OF Marion)

On this 7th day of July 2013 before me, the undersigned Notary Public, personally appeared Randy Collier and known to me to be the vice president authorized agent for **CIBM BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CIBM BANK**, duly authorized by **CIBM 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 **CIBM BANK**.

By Kellie J. Fuller Residing at Marion County
 Notary Public in and for the State of Indiana

My commission expires 1-16-18



PROPERTY OF Marion County Clerk's Office