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RECORDATION REQUESTED BY:

**FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062**



Doc#: 1409219062 Fee: \$44.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/02/2014 12:07 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

**First Bank of Highland Park
Attn: Loan Operations
633 Skokie Blvd, Suite 320
Northbrook, IL 60062**

FOR RECORDER'S USE ONLY

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 March 19, 2014, is made and executed between 1657 N. CAMPBELL, LLC, an Illinois limited liability company, whose address is 1190 WHIGHAM ROAD, RIVERWOODS, IL 60015 (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 January 16, 2014 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded February 14, 2014 as Document No. 1404516029.

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

LOT 47 IN G.W. AND T. J. HIGGINS SUBDIVISION OF THE WEST 1/2 OF BLOCK 8 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1657 N. CAMPBELL AVENUE, CHICAGO, IL 60647. The Real Property tax identification number is 13-36-431-001-0000.

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

1) The paragraph titled **Maximum Lien** is amended to read as follows: **At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$20,317,500.00.**

2) The definition titled **Borrower** is amended to read as follows: The word "Borrower" means KENNETH GOLDMAN; 1402 N. GREENVIEW, LLC, an Illinois limited liability company; 2153 W. OHIO, LLC, an Illinois limited liability company; 1657 N. CAMPBELL, LLC, an Illinois limited liability company; 1711 WINCHESTER LLC, an Illinois limited liability company; 932-34 N. OAKLEY, LLC, an Illinois limited liability company; 937 W. CORNELIA, LLC, an Illinois limited liability company; 1753 ERIE, LLC, an Illinois limited liability

For the Cook County Clerk's Office
April 2, 2014
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company; and 2110 DIVISION, LLC, an Illinois limited liability company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

3) The definition titled **Note** is amended to read as follows: The word "Note" means the promissory note dated January 16, 2014, in the original principal amount of **\$8,369,250.00** and a change in terms agreement dated March 19, 2014 **increasing the principal amount to \$10,233,750.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreements. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate equal to the Index, resulting in an initial rate of 3.250% based on a year of 360 days. Payments on the note are to be made in accordance with the following payment schedule: 83 monthly consecutive interest payments, beginning April 16, 2014, with interest calculated on the unpaid principal balances using an interest rate based on the PRIME RATE AS ANNOUNCED AND PUBLISHED FROM TIME TO TIME BY THE WALL STREET JOURNAL (currently 3.250%), resulting in an initial interest rate of 3.250%; 12 monthly consecutive principal payments of \$30,426.00 each, beginning April 16, 2014; 12 monthly consecutive principal payments of \$31,443.00 each, beginning April 16, 2015; 12 monthly consecutive principal payments of \$32,423.00 each, beginning April 16, 2016; 12 monthly consecutive principal payments of \$33,580.00 each, beginning April 16, 2017; 12 monthly consecutive principal payments of \$34,703.00 each, beginning April 16, 2018; 12 monthly consecutive principal payments of \$35,864.00 each, beginning April 16, 2019; 11 monthly consecutive principal payments of \$36,923.00 each, beginning April 16, 2020; and one final payment of all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note, on March 16, 2021. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

All other terms and conditions remain in full force and effect as described below in the paragraph entitled "Continuing Validity"

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.

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 MARCH 19, 2014.

GRANTOR:

1657 N. CAMPBELL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: [Signature]
KENNETH GOLDMAN, Manager of 1657 N. CAMPBELL, LLC,
an Illinois limited liability company

LENDER:

FIRST BANK OF HIGHLAND PARK

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Lake

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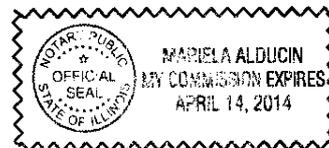
On this 20th day of March, 2014 before me, the undersigned Notary Public, personally appeared **KENNETH GOLDMAN, Manager of 1657 N. CAMPBELL, LLC, an Illinois limited liability company**, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 Marcela Alducin

Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 20th day of March, 2014 before me, the undersigned Notary Public, personally appeared Marcus B. Frye 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 Marcia Alducin Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14

