

**RECORDATION REQUESTED BY:** 

FIRST MIDWEST BANK CHICAGO O'HARE ONE PIERCE PLACE SUITE 1500 ITASCA, IL 60143 Doc#: 1429456026 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 10/21/2014 09:12 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Midwest Bank Gurnee Branch P.O. Box 9003 Gurnee, IL 60031-2502

401023426 58201 371

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

#### MODIFICATION OF MORTGAGE

50400

THIS MODIFICATION OF MORTGAGE dated September 23, 2014, is made and executed between 2401 WILLOW REAL ESTATE LLC, whose address is 2401 SAMOERS ROAD, NORTHBROOK, IL 600625109 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 10, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded October 22, 2008 as Document# 0829610065 in Cook County, Illinois.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2401 SANDERS ROAD, NORTHBROOK, IL 600626109. The Real Property tax identification number is 04-19-201-044-0000 AND 04-19-201-045-0000.

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

- (i) To delete the definition of "Note" therein its entirety and replace it with the following: "Note. The word "Note" means the promissory note or credit agreement dated May 2, 2010 in the original principal amount of \$3,300,000.00 and amended by a Change in Terms Agreement dated September 23, 2014 from Borrower to Lender and the promissory note or credit agreement dated July 1, 2014 in the original principal amount of \$802,002.12 from Crest Hill Real Estate LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements."
- (ii) To delete "\$9,900,000.00" from the paragraph entitled "Maximum Lien" and insert in lieu thereof the following: "11,527,533.84."
  - (iii) To delete the following: "The Real Property or its address is commonly known as: 2401 Sanders

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### **UNOFFICIAL C**

#### MODIFICATION OF MORTGAGE

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Road, Glenview, Illinois 60062. The Real Property tax identification number is 04-19-201-020-0000" and to replace it as shown above."

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 Londer'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 of other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as fiable at 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 McLification. It 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 Lenge, 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 auch subsequent actions.

TOR:

1 WILLOW REAL-ESTATE LLC

MENJINDER BHAMBRA, Manager of 2401 WILLOW REAL
ESTATE LLC GRANTOR ACKNOWLEDGES HINING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 23, 2014.

GRANTOR:

2401 WILLOW REAL ESTATE LLC

LENDER:

By:

FIRST MIDWEST BANK

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 58201	(Continued)	Page 3
LIMITED LIAI	BILITY COMPANY ACKNOWLEDO	GMENT
known to me to be a member or d Modification of Mortgage and acknowle limited liability company, by authority o uses and purposes therein inentioned Modification and in fact executed the Modification and in fact executed t	esignated agent of the limited liabilit dged the Modification to be the free and f statute, its articles of organization or and on oath stated that he or she odification on behalf of the limited liability.  Residing at  NOTAL MY C	LOW REAL ESTATE LLC, and by company that executed the divoluntary act and deed of the its operating agreement, for the is authorized to execute this ty company.

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#### MODIFICATION OF MORTGAGE

Page 4 (Continued) Loan No: 58201 LENDER ACKNOWLEDGMENT STATE OF WALLES 188 COUNTY OF , SKOP before me, the undersigned Notary On this Judge Public, personally aprea ed way in Suchaska Christiand known to me to be the AVD , authorized agent for FIRST MIDWEST BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FIRST MIDWEST BANK, duly authorized by FIRST MIDWEST BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath clated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of FIRST MIDWEST BANK. Residing at Kill LUN VVVICOR Notary Public in and for the State of OFFICIAL SEAL LORAINE M MASURA My commission expires NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 02/26/15 LASER PRO Lending, Ver. 13.4.0.034 Copr. Harland Financial Schettons, Inc. 1997, 2014. All Rights 1664 0 750 0 Reserved IL c:\CFI\LPL\G201.FC TR 238664 PR-41

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#### EXHIBIT "A"

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF WILLOW ROAD, AS DEDICATED BY DOCUMENT NO. 11248487 AND EASTERLY OF THE EASTERLY LINE OF SANDERS ROAD, AS WIDENED BY DOCUMENT NO. 20658594 AND ALSO LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SANDERS ROAD, 196.48 FEET SOUTHERLY OF THE ANGLE POINT IN SAID EASTERLY LINE; THENCE EASTERLY, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 184.30 FEET MORE OR LESS, TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO SAID SOUTH LINE OF THE NORTHEAST 1/4 AND PASSING THROUGH A POINT IN SAID SOUTHERLY LINE OF WILLOW ROAD THAT IS 196.48 FEET EAST OF THE POINT INTERSECTION OF SAID SOUTHERLY LINE AND THE DIAGONAL EASTERLY LINE OF SAID WIDENED SANDERS ROAD, THENCE NORTH ALONG SAID RIGHT ANGLE LINE, 193.75 FEET MORE OF LESS, TO THE SAID SOUTHERLY LINE OF WILLOW ROAD, IN COOK COUNTY,

**ILLINOIS** 

The Real Property or its address is commonly known as 2401 SANDERS ROAD, GLENVIEW, IL 60062. The Real Property tax identification number is 04-19-201-020-0000.