

This instrument was prepared by and after recording should be returned to:

Fifth Third Bank  
222 South Riverside Plaza  
Chicago, IL 60606  
Cook County IL

*This space reserved for recorder's use only in Illinois*

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**FIFTH THIRD BANK**

**Modification Agreement**

This Modification Agreement dated December 6, 2014 is made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, The Bowa Group Inc., an Illinois corporation located at 7050 South Stony Island Avenue, Chicago, Cook County, Illinois 60649 (the "Mortgagor") and Fifth Third Bank, an Ohio banking corporation located at 222 South Riverside Plaza, Chicago, Cook County, Illinois 60606 for itself and as agent for any affiliate of Fifth Third Bancorp

("Lender") under a certain:

(a) Open End Mortgage recorded as Document Number 1400308264 in the office of Cook County, Illinois real estate records, (the "Mortgage"), and

(the "Open End Mortgage" are the "Mortgage Documents"), which Mortgage Documents encumber the real property described on the attached Exhibit A. The Mortgage Documents secure that certain Note dated December 6, 2013 in the original principal amount of \$250,000.00 (the "Original Note") made by Mortgagor to Lender, and Mortgagor has requested, and Lender has agreed to lend Mortgagor, the additional principal sum of \$300,000.00 (the "Increase"). Mortgagor and Lender hereby amend the Mortgage Documents as follows:

1. As of the date hereof, the principal amount of \$250,000.00 is outstanding [and the principal sum of \$300,000.00 remains undisbursed] under the Original Note. Mortgagor has executed and delivered to Lender that certain Renewal Promissory Note of even date herewith in the original principal sum of \$550,000.00 ("Renewal Note"), renewing the outstanding [and undisbursed] amounts of the Original Note, increasing the principal amount by the amount of the Increase and amending and restating the Original Note.



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2. The existing Mortgage Documents are hereby modified to secure, in addition to the obligations already secured thereby, the Mortgagor's obligations under the Renewal Note and any and all future extensions, increases and other modifications to such obligations. The maturity date of the Renewal Note is December 5, 2015.

3. Mortgagor acknowledges that the amount of the Increase constitutes a future advance under the existing Mortgage Documents and to the extent enforceable under applicable law, that the total indebtedness evidenced by the Renewal Note is secured by the existing Mortgage Documents as a lien upon the Property to the same extent and effect as though it were advanced the date of first recording of the existing Mortgage Documents.

Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Lender has never made any representation to Mortgagor that Lender will refinance the loan.

Mortgagor acknowledges that the Indebtedness is presently secured by the Mortgage Documents, among others. Mortgagor reaffirms the Mortgage Documents except as modified by this Agreement.

Mortgagor acknowledges that Lender has performed all of its obligations to Mortgagor to date, that Lender is not in default of any of Lender's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Lender arising out of the Indebtedness or the Mortgage Documents and the Loan Documents (as defined in the Mortgage Documents).

Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.

The Mortgage Documents as amended and modified by this Modification Agreement should be construed together as far as possible. If there is a conflict between the Mortgage Documents or between the Mortgage Documents and this Modification Agreement, the terms of this Modification Agreement controls.

Mortgagor acknowledges that it is still bound by the original Mortgage Documents, which remain in full force and effect in accordance with their respective terms except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage Documents remain in full force and effect. The lien of the Mortgage Documents is in no manner impaired hereby.

The person signing on behalf of the Mortgagor has been authorized to do so and is able to bind the Mortgagor.

THE PARTIES TO THIS MODIFICATION AGREEMENT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT OR THE TRANSACTIONS RELATED THERETO.



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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

MORTGAGOR:

The Bowa Group Inc., an Illinois corporation

By: [Signature]  
(Authorized Signer)

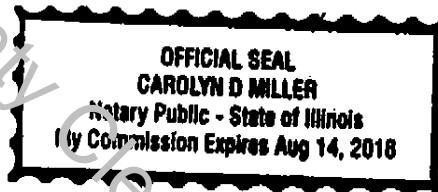
Nosa Ehimwenman, President  
(Print Name and Title)

State of IL )  
County of COOK )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> Day of December, 2014 by Nosa Ehimwenman, President of The Bowa Group Inc., an Illinois corporation, on behalf of the corporation.

[Signature]  
Notary Public

This instrument prepared by:  
Tina Weiler



Fifth Third Bank, an Ohio banking corporation  
222 South Riverside Plaza  
Chicago, IL 60606  
Cook County Illinois



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EXHIBIT A

The Real Estate

The Site

Address: 1934-40 East 87th  
Chicago, IL 60615

Permanent Index Number: 20-36-331-057-0000

LOTS 25 TO 28 IN GEORGE AND WANNER'S RESUBDIVISION OF BLOCK 17 IN CONSTANCE  
SUBDIVISION IN SECTION 36 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

