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RECORDATION REQUESTED BY:

Albany Bank and Trust Company, N.A. 3400 W. Lawrence Avenue Chicago, IL 60625

WHEN RECORDED MAIL TO:

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Albany Bank and Trust Company, N.A. 3400 W. Lawrence Avenue Chicago, IL 60625



Doc#: 1510518008 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/15/2015 08:45 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations Department
Albany Bank and Trust Company N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2015, is made and executed between 4310-16 N. Keystone, LLC, an Illinois limited liability company (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds (Recorder's Office) in Cook County, Illinois on July 19, 2006, as Document No. 0620041102 and modified by that certain Extension Agreement dated July 1, 2009 recorded in the Recorder's Office on September 8, 2009, as Document No. 0925139031 and modified again pursuant to that certain Extension Agreement dated September 21, 2009 and recorded in the Recorder's Office on September 28, 2009, as Document No. 0927145061 and modified again pursuant to that certain Extension Agreement dated January 27, 2012 and recorded in the Recorder's Office on February 16, 2012, as Document No. 1204744059.

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 4310-16 N. Keystone Avenue, Chicago, IL 60651. The Real Property tax identification number is See Exhibit "A" for Real Property tax identification number.

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

I. As of the date hereof, the outstanding principal balance of \$2,905,403.14 on the loan evidenced by that certain Installment Note dated June 28, 2006, in the amount of \$4,900,000.00 executed by Borrower payable to the order of Lender, ("Note") is hereby increased to \$2,926,777.01, the Maturity Date is hereby extended to January 5, 2020 from November 1, 2015, and the interest rate is hereby modified to 4.250%

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MODIFICATION OF MORTGAGE (Continued)

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with the following repayment schedule: 58 monthly consecutive principal and interest payment of \$15,955.04 each beginning March 5, 2015 and one irregular last payment, if not sooner paid, on January 5, 2020 (the "Maturity Date") and that will be for all principal and interest not yet paid, as set forth on the Change in Terms Agreement of even date, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Any reference in the Note to the outstanding principal balance amount shall mean \$2,926,777.01. Any reference in the Note or any other Related Documents to the Maturity Date shall mean January 5, 2020. Any reference in the Note or any other Related Documents to the rate shall mean 4.250%.

II. In connection with that certain Cross-Collateralization Agreement and Amendment to Security Instrument dated November 18, 2014 from Grantor to Lender, the Mortgage is hereby amended to include the following additional provision:

CROSS-COLLATEFALIZATION: In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amount may be or hereafter may become otherwise unenforceable.

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 of light 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 FEBRUARY 1, 2015.

GRANTOR:

4310-16 N. KEYSTONE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

Bv:

Robert S. Levinson, Manager of 4310-16 N. Keystone, LLC, an

Illinois limited liability company

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MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT Silinois) STATE OF) SS) **COUNTY OF** before me, the undersigned Notary On this and known to me to be the Public, personally appeared _ _, authorized cornt for Albany Bank and Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Albany Bank and Trust Company, N.A., duly authorized by Albany Bank and Trust Company, 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 Albany Bank and Trust Company, N.Ap Residing at By Notary Public in and for the State of OFFICIAL SEAL MARIBEL VELASQUEZ My commission expires NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/10/18 IL All Rights Reserved.

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MODIFICATION OF MORTGAGE (Continued)

Page 3 LENDER: ALBANY BANK AND TRUST COMPANY, N.A. LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF)) SS **COUNTY OF** day of before me, the undersigned Notary Public, personally appeared Robert S. Levinson, Managar of 4310-16 N. Keystone, LLC, an Illinois limited liability company, and known to me to be a member or ossignated 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 limiter liability company, by authority of statute its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on outh stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Ву Residing at Notary Public in and for the State of _______ OFFICIAL SEA My commission expires MARIBEL VELAS 20°2 NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:0 1/10.18

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EXHIBIT "A" LEGAL DESCRIPTION

UNIT NUBMERS 4310-A1, 4310-B1, 4310-A2, 4310-A3, 4310-G, 4310.5-C1, 4310.5-C2, 4310.5-C3, 4310.5-D3, 4312-E1, 4312-E2, 4312-F2, 4312-E3, 4314-E1, 4314-E2, 4314-E3, 4314-G, 4314.5-C1, 4314.5-C2, 4314.5-D2, 4314.5-C3, 4316-A2, 4316-B2, 4316-A3, 4316-B3, 4316-G IN THE KEYSTONE COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 18 AND 19 IN BLOCK 6 IN HUNTINGTON AND OTHERS SUBDIVISION OF THE WEST 632 FEET OF THE EAST 1116 FEET OF THE NORTH 660 FEET WEST OF ELSTON ROAC IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0706015034 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

REAL PROPERTY COMMONLY KNOWN AS: 4310-16 N. Keystone Avenue, Chicago, IL 60651.

REAL PROPERTY TAX IDENTIFICATION NUMBER. 13-15-404-047-1001, 13-15-404-047-1002, 13-15-404-047-1003, 13-15-404-047-1005, 13-15-404-047-1007, 13-15-404-047-1008, 13-15-404-047-1010, 13-15-404-047. :012, 13-15-404-047-1013, 13-15-404-047-1014, 13-15-404-047-1016, 13-15-404-047-1017, 13-15-404-047-1018, 13-15-404-047-1020, 13-15-404-047-1022, 13-15-404-047-1023, 13-15-404-047-1026, 13-15-404-047-1027, 13-15-404-047-1029, 13-15-404-047-1030, 13-15-404-047-1031, 13-15-404-047-1035, 13-15-404-047-1036, 13-15-404-047-1037, 13-15-404-047-1039.