

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
DEERFIELD
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 151119084 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/21/2015 11:03 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

1559310 JW

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 13, 2015, is made and executed between ROGERS PARK HOLDINGS LLC, whose address is 530 NORTH LAKE SHORE DRIVE #1805, CHICAGO, IL 606117431 (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 June 11, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JUNE 26, 2009 AS DOCUMENT #0917735127 IN COOK COUNTY, ILLINOIS.

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

LOTS 1 AND 2 IN BLOCK 16 IN GUNDERSON'S NORTH BIRCHWOOD SUBDIVISION OF BLOCK 4 TO 17 OF DAVID P. O'LEARY'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1649-1655 WEST JONQUIL TERRACE, CHICAGO, IL 60626. The Real Property tax identification number is 11-30-218-001-0000.

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

To delete the definition of "Note" therein in its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated April 13, 2015 in the original principal amount of \$2,118,750.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement." and to delete the paragraph titled "Maximum Lien" in its entirety and to insert in lieu thereof the following: "Maximum Lien. 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 \$ 6,356,250.00".

CCRD REVIEWER 

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(Continued)**

Loan No: 70608

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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 APRIL 13, 2015.

GRANTOR:

ROGERS PARK HOLDINGS LLC

By:


 EUGENE BERNSHTAM A/K/A GENE BERNSHTAM, Member of
 ROGERS PARK HOLDINGS LLC

By:


 YELENA BERNSHTAM, Member of ROGERS PARK HOLDINGS
 LLC

LENDER:

FIRST MIDWEST BANK

X


 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 70608

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CORPORATE ACKNOWLEDGMENT

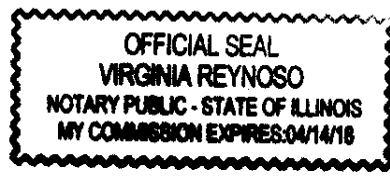
STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 13th day of April, 2015 before me, the undersigned Notary Public, personally appeared **EUGENE BERNSHTAM A/K/A GENE BERNSHTAM, Member of ROGERS PARK HOLDINGS LLC**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Virginia Reynoso Residing at _____

Notary Public in and for the State of IL

My commission expires 04/14/18



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MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF IL)

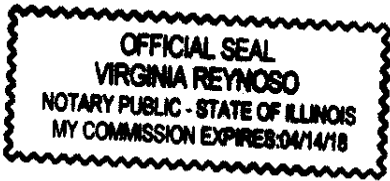
COUNTY OF Cook) SS)

On this 13th day of April, 2015 before me, the undersigned Notary Public, personally appeared **YELENA BERNSHTAM, Member of ROGERS PARK HOLDINGS LLC**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Yelena Bernshtam Residing at _____

Notary Public in and for the State of IL

My commission expires 4/14/18



Notary Public of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

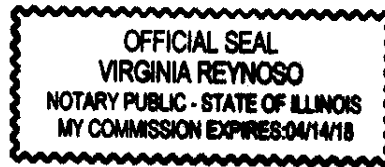
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 19th day of April, 2015 before me, the undersigned Notary Public, personally appeared Karl Hershberger and known to me to be the Vice President, 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 stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Virginia Reynolds Residing at _____

Notary Public in and for the State of IL

My commission expires 4/14/18



Cook County Clerk's Office