

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY

Deborah S. Ashen  
Ashen | Faulkner  
217 N. Jefferson St., Ste 601  
Chicago, Illinois 60661



Doc#: 1515356073 Fee: \$42.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/02/2015 04:11 PM Pg: 1 of 3

AND AFTER RECORDING MAIL  
TO:

Medford Real Estate Fund I LLC  
3223 Lake Ave., Suite 15C,  
Wilmette, IL 60091

FOR RECORDERS USE ONLY

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE**, is made as of this 20th day of May 2015, by **Southfork Enterprises AM, LLC** (the "Mortgagor") to **Medford Real Estate Fund I LLC**, a Delaware limited liability company authorized to do business in Illinois (together with its successors and assigns), including each and every holder of the Note (the "Mortgagee") whose address is 3223 Lake Ave., Suite 15C, Wilmette, IL 60091.

Mortgage: Mortgagor and Mortgagee entered into a Mortgage dated January 28, 2015, which was recorded on February 3, 2015 with the Cook County Recorder of Deeds as document number 1503442077 ("Mortgage"), in the amount of \$84,300.00

Real Property Description: The Mortgage relates to the property described as:

Legal Description is attached hereto as "Exhibit A"

Commonly known as: 8036 S. Ada St, Chicago, IL 60620-3820

Permanent Index Number: 20-32-112-030-0000

Modification: Mortgagor and Mortgagee agree hereby modify the Mortgage as follows:

A. **AMOUNT SECURED.** The amount secured by the Mortgage shall be increased to the total amount of \$104,000.00, plus additional interest, fees and costs as they continue to accrue.

B. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms in this Modification shall have the respective meanings ascribed to them in the Mortgage and/or the Loan Documents.

C. **NO DEFENSES.** Mortgagor hereby acknowledges that as of the date hereof, Mortgagor has no defenses, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or with respect to any covenant in the Mortgage or other Loan Documents, as modified hereby.

D. **REAFFIRMATION.** Mortgagor hereby reaffirms each and every one of its representations, warranties, covenants, conditions and obligations set forth in the Mortgage, as modified hereby.

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E. TERMS REMAIN. Except as otherwise set forth herein, the Mortgage remains unmodified and shall continue in full force and effect. Nothing in this Modification shall constitute a satisfaction of the Loan Documents secured by the Mortgage or this Modification. It is the intention of the Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the other Loan Documents, unless the party is expressly released by the Mortgagee in writing.

F. PAYMENT OF FEES. Mortgagor hereby agrees to pay or cause to be paid to Mortgagee all reasonable fees and expenses of Mortgagee relating to this Modification and the transactions contemplated herein, including, without limitation, reasonable fees and expense of Mortgagee's counsel, recording charges, escrow charges, title charges and related expenses.

G. NO PREJUDICE. This Modification shall not prejudice any rights or remedies of Mortgagee under any of the Loan Documents.

H. COUNTERPARTS. This Modification may be executed in counterparts, and all such counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Modification to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the loan documents.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND MORTGAGOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 20, 2015

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage all on and as of the day, month and year first above written.

Southfork Enterprises AM, LLC

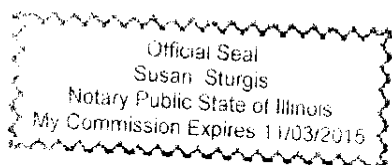
By: Andrew Birkel

Its: Owner

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Andrew H. Birkel as Manager of **Southfork Enterprises AM, LLC** appeared before me this day and acknowledge that he executed the foregoing Mortgage Modification as his free and voluntary act of the Company and as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of May, 2015.



Susan Sturgis  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 12 IN BLOCK 5 IN AUBURN HIGHLAND, A SUBDIVISION OF LOTS 1, 2, 7 AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 2032-112-030-0000

COMMONLY KNOWN AS: 8036 S. Ada St., Chicago, IL 60620

Property of Cook County Clerk's Office