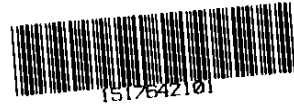


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RECORDATION REQUESTED BY:

**WINTRUST BANK
190 S. LaSalle
Suite 2200
Chicago, IL 60603**



**Doc#: 1517642101 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/25/2015 03:05 PM Pg: 1 of 5**

WHEN RECORDED MAIL TO:

*** WINTRUST BANK
7800 LINCOLN AVENUE
SKOKIE, IL 60077**

Property of Cook County Clerk's Office

This Modification of Mortgage prepared by:

S ✓
P 5
S ✓
SG ✓
INT ✓

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2015, is made and executed between Klad Properties LLC, an Illinois limited liability company, whose address is 1915 W. Berenice Ave, Chicago, IL 60613 (referred to below as "Grantor") and WINTRUST BANK, whose address is 190 S. LaSalle, Suite 2200, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 1, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows.

Mortgage recorded May 27, 2010 in the office of the Cook County Recorder as Document #1014749018.

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

ALL OF LOT 30 AND LOT 31 (EXCEPT THE NORTH 4 FEET THEREOF) IN BLOCK 11 IN S.E. GROSS' OAK PARK SUBDIVISION IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1247 Clinton Avenue, Berwyn, IL 60402. The Real Property tax identification number is 16-19-105-027; 16-19-105-047.

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

15175-60
BOX 162

RECITALS:

A. Wintrust Bank formerly known as North Shore Community Bank and Trust Company ("Lender"), as successor Pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB, as Seller and Lender as Buyer dated October 18, 2013, made a loan (the "Loan") to Borrower in the principal amount of \$418,096.00, as evidenced by a Promissory Note dated February 1, 2010, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Original Note"). Pursuant to the terms of a Business Loan Agreement dated February 1, 2010, the Loan was renewed by that certain Promissory Note dated February 1, 2012 in the principal amount of \$406,876.10 (the "1st Renewal Note"). The 1st Renewal Note was renewed by that certain Promissory Note dated May 1, 2012

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MODIFICATION OF MORTGAGE (Continued)

Page 2

in the principal amount of \$404,509.97 (as amended, modified or replaced from time to time, the "Note").

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), modified by Modification of Mortgage dated February 1, 2012, recorded April 17, 2012 in the office of the Cook County Recorder as Document #1210849017, further modified by a Modification of Mortgage dated May 1, 2012, recorded July 27, 2012 in the office of the Cook County Recorder as Document #1220949031 on the real property commonly known as 1247 S. Clinton, Berwyn, IL 60402 (the "Property"), (ii) that certain Assignment of Rents dated February 1, 2010, recorded May 27, 2010 in the office of Cook County Recorder as Document #1014749019 (the "Assignment of Rents") on the Property. The Mortgage, the Assignment of Rents, the Modification of Mortgage, the Business Loan Agreement and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$375,721.10.

D. The Note matured on May 1, 2015. The Borrower has requested that Lender extend the maturity date until May 1, 2017 and Lender is willing to extend the maturity date until May 1, 2017, on the terms and conditions set forth hereinafter:

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement) (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

(a) The Maturity Date of the Note is hereby amended and extended from May 1, 2015 to May 1, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean May 1, 2017.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. Change in Terms Agreement. Contemporaneously with the execution of this Agreement a Change in Terms Agreement of even date herewith shall be executed by Borrower in the principal amount of \$355,721.10, having a maturity date of May 1, 2017. The Interest rate on the Change in Terms Agreement dated May 1, 2015 is stated to be 5.25% per annum. The Loan shall have a Balloon payment at maturity. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated May 1, 2012 as modified by the Change in Terms Agreement dated May 1, 2015. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Promissory Note dated May 1, 2012 as modified by that Change in Terms Agreement dated May 1, 2015.

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

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MODIFICATION OF MORTGAGE (Continued)

Page 3

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 MAY 1, 2015.

GRANTOR:

KLAD PROPERTIES LLC

By:


Kevin S. Sullivan, Manager of Klad Properties LLC

LENDER:

WINTRUST BANK


Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 11th day of June, 2015 before me, the undersigned Notary Public, personally appeared **Kevin S. Sullivan, Manager of Klad Properties LLC**, and known to me to be a member or designated 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 limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Cindy M. Dodd Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 6/1/19



PROPOSED BY COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

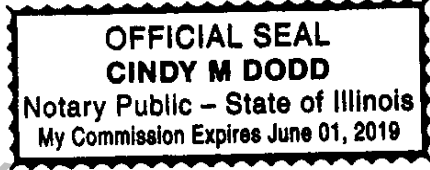
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 11th day of June, 2015 before me, the undersigned Notary Public, personally appeared Jon Benedetto and known to me to be the officer, authorized agent for **WINTRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WINTRUST BANK**, duly authorized by **WINTRUST 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 **WINTRUST BANK**.

By Cindy M Dodd Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 6/1/19



PROPOSED COOK COUNTY CLERK'S OFFICE