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RHSP Fee: \$9.00 RPAF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/14/2015 01:22 PM Pg: 1 of 7

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

David J. O'Keefe
Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison Street
Suite 5300
Chicago, Illinois 60602

**FIRST MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS FIRST MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (the "**Modification**") is made as of the 4th day of April, 2015, by **AFM PROPERTIES, LLC**, an Illinois limited liability company ("**Mortgagor**") and **BRIDGEVIEW BANK GROUP** ("**Mortgagee**").

RECITALS:

WHEREAS, Mortgagee has heretofore made a mortgage loan (the "**Loan**") to Mortgagor and **Albert F. Moore, Jr.** individually (collectively ("**Borrowers**") in the original principal amount of **One Million One Hundred Forty Thousand and 00/100 Dollars (\$1,140,000.00)**; and

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Mortgage Note dated as of April 4, 2013, by Borrowers to Mortgagee in the amount of **One Million One Hundred Forty Thousand and 00/100 Dollars (\$1,140,000.00)** (the "**Note**"); and

WHEREAS, the Note is secured by a Junior Mortgage, Assignment of Leases and Rents and Security Agreement dated as of the 4th day of April, 2013, by Mortgagor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 14, 2013, as Document No. 1313441250 (the "**Mortgage**") and other instruments and documents executed by or on behalf of Borrowers and delivered to Mortgagee in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, Mortgagee and Borrowers are desirous of modifying the Note to extend the Maturity Date and to change the Interest Rate; and

WHEREAS, as a condition to such modification, Mortgagee is requiring: (i) this Modification and (ii) a First Amendment to Note dated of even date herewith executed by Mortgagor (the "**Note Amendment**") whereby the Note is modified to extend the Maturity Date and revise the Interest Rate.

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Box 400

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NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals; Definitions; Conflict.** The aforesaid recitals are hereby incorporated into this Amendment as if fully set forth in this Paragraph 1. Any initially-capitalized term used and not defined herein shall have the meaning ascribed to same in the Mortgage and Other Loan Documents. Wherever the terms and conditions of this Amendment conflict with the terms and conditions of the original Mortgage and Other Loan Documents, the terms and conditions of this Amendment shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and Other Loan Documents.

1. **Modification of Mortgage and Other Security Documents.**

A. The Mortgage and Other Security Documents are hereby modified by deleting “*the prime rate of interest as announced from time to time by Lender ("Lender Prime Rate")*” where it appears and substituting therefor “*the prime rate of interest as announced from time to time by Lender ("Lender Prime Rate") minus three-quarter percent (0.75%)*” and by deleting “*four and one-quarter percent (4.25%) per annum*” where it appears and substituting therefor “*three and one-half percent (3.50%) per annum*”.

B. The Mortgage and Other Security Documents are hereby further modified by adding after “*April 4, 2015*” the following: “*subject to extensions to April 4, 2016, April 4, 2017 and April 4, 2018, upon the terms and conditions set forth in the Note.*”

3. **References to Note.** From and after the date hereof, (i) the Mortgage and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the “Note” shall be deemed to refer to the Note as modified by the Note Amendment.

4. **References to Loan Documents.** Any and all references in the Mortgage and the Other Security Documents to the “Loan Documents” shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.

5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

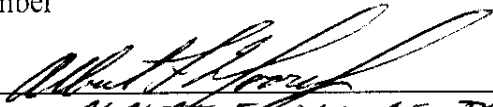
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IN WITNESS WHEREOF, the parties have caused this First Modification of Mortgage and Other Security Documents to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

AFM PROPERTIES, LLC, an Illinois limited liability company

By: **Albert F. Moore, Jr. Living Trust**,
Member

By: 
Name: ALBERT F. MOORE JR.
Its: TRUSTEE

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jeffrey Scott Koenig, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ALBERT F. MOORE, JR.**, Trustee of the **Albert F. Moore, Jr. Living Trust**, sole Member of **AFM PROPERTIES, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Trust and Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of April, 2015.



Jeffrey Scott Koenig
Notary Public

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Construction Mortgage and Other Security Documents.

Dated as of April 4, 2015.

BRIDGEVIEW BANK GROUP

By: *Mark Majdecki*
 Name: Mark Majdecki
 Title: Vice President

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Susana Hueso, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK MAJDECKI VICE PRESIDENT of **BRIDGEVIEW BANK GROUP**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 20th day of April, 2015.

Susana Hueso
 Notary Public



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EXHIBIT "A-1"

LEGAL DESCRIPTION

THE EAST 155 FEET OF BLOCK 6, TOGETHER WITH VACATED BELOIT AVENUE LYING EAST OF AND ADJACENT THERETO, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 85146498, IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE EAST 100 FEET OF THE NORTH 150 FEET OF BLOCK 9 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE NORTH 150 FEET (EXCEPT THE EAST 100 FEET THEREOF) OF BLOCK 9 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE SOUTH 225 FEET OF BLOCK 9 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINs: 23-01-202-004-0000
 23-01-209-006-0000
 23-01-209-007-0000
 23-01-209-003-0000

STREET ADDRESS: 7500-08 WEST 90TH STREET, BRIDGEVIEW, ILLINOIS 60455

9000-02 SOUTH BELOIT AVENUE, BRIDGEVIEW, ILLINOIS
 60455

9020-28 SOUTH BELOIT AVENUE, BRIDGEVIEW, ILLINOIS
 60455

7515-45 WEST 90TH STREET/9001 SOUTH FERDINAND
 AVENUE, BRIDGEVIEW, ILLINOIS 60455

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EXHIBIT "A-2"

LEGAL DESCRIPTION

LOT 8 (EXCEPT THAT PART THEREOF FALLING WITHIN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES) IN MBC SUBDIVISION OF PART OF THE NORTH EAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 20, 1976, AS DOCUMENT NUMBER 2870474.

LOT 9 IN MBC SUBDIVISION OF PART OF THE NORTH EAST QUARTER (1/4) SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 20, 1976, AS DOCUMENT NUMBER 2870474.

BLOCK 4 AND BLOCK 5 AND THAT PART OF VACATED THOMAS AVENUE LYING SOUTH OF A LINE BETWEEN THE NORTHWEST CORNER OF BLOCK 4 AND THE NORTHEAST CORNER OF BLOCK 5, AND LYING NORTH OF A LINE BETWEEN THE SOUTHWEST CORNER OF SAID BLOCK 4 AND THE SOUTHEAST CORNER OF SAID BLOCK 5, EXCEPT THAT PART OF BLOCK 4 LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 4 BEING 5.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 4, THENCE NORTH, A DISTANCE OF 127.99 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 4, BEING 5.11 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4 AND ALSO AS TO THE EAST ½ OF THOMAS LYING WEST AND ADJOINING BLOCK 4, ALL IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST ½ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 23-01-207-012-0000
 23-01-207-013-0000
 23-01-203-004-0000

STREET ADDRESS: 7314-22 WEST 90TH STREET/8917-25 SOUTH ODELL AVENUE
 BRIDGEVIEW, ILLINOIS

8901-15 SOUTH ODELL AVENUE
BRIDGEVIEW, ILLINOIS

8928-30 SOUTH OKETO AVENUE/7412-44 WEST 90TH
STREET, BRIDGEVIEW, ILLINOIS