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Doc#: 1520529077 Fee: \$48.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/24/2015 02:52 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:
Village Bank & Trust
234 West Northwest Highway
Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Village Bank & Trust
234 West Northwest Highway
Arlington Heights, IL 60004

15190-90
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 22, 2015, is made and executed between Miroda Properties, LLC (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 7, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on October 23, 2013 in the Cook County Recorder of Deeds as Document Number 1329629089.

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

UNIT 316 AND P-120 AND THE EXCLUSIVE USE OF P-69 AND S-69 LIMITED COMMON ELEMENTS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 206 AND P-86 AND THE EXCLUSIVE USE OF P-28 AND S-28 LIMITED COMMON ELEMENTS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 216 AND P-112 AND THE EXCLUSIVE USE OF P-74 LIMITED COMMON ELEMENTS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 419 AND P-119 AND THE EXCLUSIVE USE OF P-47 AND S-47 LIMITED COMMON ELEMENTS

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MODIFICATION OF MORTGAGE (Continued)

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TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 08211018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

UNIT 401 AND P-83 AND THE EXCLUSIVE USE OF P-15 AND S-15 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 412 AND P-58 AND THE EXCLUSIVE USE OF P-42 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 214 AND THE EXCLUSIVE USE OF P-73 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 309 AND P-3 AND THE EXCLUSIVE USE OF P-14 AND S-14 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 409 AND P-2 AND THE EXCLUSIVE USE OF P-19 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 312 AND P-78 AND THE EXCLUSIVE USE OF P-67 AND S-67 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT 310 AND P-22 AND THE EXCLUSIVE USE OF P-35 AND S-35 LIMITED COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH 1/2 OF PART OF SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNDERLYING LEGAL:

PARCEL 1: LOTS 25 TO 43, BOTH INCLUSIVE, IN BLOCK 24 IN FAIRVIEW, BEING EBERHART AND ROYCES SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 (EXCEPT THEREFROM THE WEST 16 1/2 FEET OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16) IN TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, EXCEPTING THEREFROM THAT PARCEL GONDE?' IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CIRCUIT COURT CASE 81L- 8438, SAID PARCEL

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MODIFICATION OF MORTGAGE (Continued)

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BEING KNOWN AS PARCEL 0008 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE LOT 25 IN BLOCK 24 OF FAIRVIEW BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 9, AND THE NORTH ½ OF THE NORTHWEST ¼ OF SECTIONS 9, AND THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 16 ALL IN THE TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT A STRIP OF LAND 16 ½ FEET WIDE OFF THE WEST END OF THE NORTHEAST ¼ OF SAID SECTION 16), DESCRIBED AS LYING SOUTHWESTERLY OF A LINE DROWN FROM A POINT ON THE WEST LINE OF SAID LOT 25 A DISTANCE OF 20.0 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO THE SOUTHEAST CORNER, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH ½ OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOTS 25 TO 48 IN BLOCK 24 IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9864 W. Leland Avenue, Unit #206, #214, #216, #309, #310, #312, #316, #401, #409, #412, #419, Schiller Park, IL 60176. The Real Property tax identification number is

12-16-204-051-1036, 12-16-204-051-1100 Effects Unit 316 and P-120
12-16-204-051-1006, 12-16-204-051-1082 Effects Unit 206 and P-86
12-16-204-051-1016, 12-16-204-051-1092 Effects Unit 216 and P-112
12-16-204-051-1059, 12-16-204-051-1099 Effects Unit 419 and P-119
12-16-204-051-1041, 12-16-204-051-1070 Effects Unit 401 and P-83
12-16-204-051-1052, 12-16-204-051-1069 Affects Unit 412 and P-58
12-16-204-051-1014, Effects Unit 214
12-16-204-051-1029, 12-16-204-051-1063 Effects Unit 309 and P-3
12-16-204-051-1049, 12-16-204-051-1062 Effects Unit 409 and P-2
12-16-204-051-1032, 12-16-204-051-1074 Effects Unit 312 and P-28
12-16-204-051-1030, 12-16-204-051-1065 Effects Unit 310 and P-2.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$1,529,545.61

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means that certain Promissory Note dated October 07, 2013 the original principal amount of \$1,797,250.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement

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 endorser 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.


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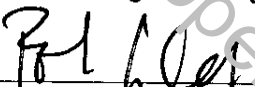
MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 22, 2015.

GRANTOR:

MIRODA PROPERTIES, LLC

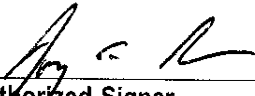
By: 
Michael I. Degen, Manager of Miroda Properties, LLC

By: 
Robert E. Degen, Manager of Miroda Properties, LLC

By: 
Daniel R. Degen, Manager of Miroda Properties, LLC

LENDER:

VILLAGE BANK & TRUST

x 
Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 24th day of June, 2015 before me, the undersigned Notary Public, personally appeared **Michael I. Degen, Manager of Miroda Properties, LLC; Robert E. Degen, Manager of Miroda Properties, LLC; and Daniel R. Degen, Manager of Miroda Properties, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Robert E. Degen* Residing at 243 Wren Dr.
Bloomington, IL
60108
 Notary Public in and for the State of Illinois
 My commission expires 3/10/16



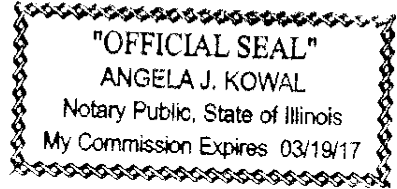
Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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On this 24 day of June, 2015 before me, the undersigned Notary Public, personally appeared Ray Brewer and known to me to be the Exec, authorized agent for **Village Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust**, duly authorized by **Village Bank & Trust** 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 **Village Bank & Trust**.

By [Signature] Residing at Cook
 Notary Public in and for the State of Cook
 My commission expires 3/19/17

Cook County Clerk's Office