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RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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



Doc#: 1523642127 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/24/2015 03:21 PM Pg: 1 of 5

SEND TAX NOTICES TO:

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

This Modification of Mortgage prepared by:

*

15226-63
BOX 162

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P 5
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SC X
INT X

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2015, is made and executed between 18051 Harwood LLC, an Illinois Limited Liability Company, whose address is 162 W. Grand Ave., Chicago, IL 60654 (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 January 5, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded January 17, 2012 in the office of the Cook County Recorder as Document No. 1201757253.

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

LOTS 4 AND 5 IN BLOCK 'A' IN THE VILLAGE OF HARTFORD, OTHERWISE HOMEWOOD, BEING A SUBDIVISION ON THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18051 Harwood Avenue, Homewood, IL 60430. The Real Property tax identification number is 29-31-310-003-0000 and 29-31-310-004-0000.

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

RECITALS:

A. Wintrust Bank (formerly known as North Shore Community Bank & Trust Company "Lender") made a loan (the "Loan") to 18051 Harwood LLC (the "Borrower") in the principal amount of \$554,000.00, as evidenced by a Promissory Note dated January 5, 2012, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Original Note"). The Original Note, as amended, modified or replaced from time to time, shall be referred to as the "Note".

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MODIFICATION OF MORTGAGE (Continued)

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B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), on the real property located at 18051 Harwood Avenue., Homewood, IL 60430 (the "Property"), (ii) that certain Assignment of Rents dated January 5, 2012, recorded January 17, 2012 in the office of the Cook County Recorder as Document No. 1201757254 (the "Assignment of Rents") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranties 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 \$384,079.71.

D. The Note shall be restated and replaced on July 28, 2015. The Borrower has requested that Lender lower the interest rate and modify the amortization schedule, accelerating the maturity date to February 5, 2021 and Lender is willing to lower the interest rate and modify the amortization schedule, accelerating the maturity date to February 5, 2021, 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 agreements 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. Modification of the Maturity Date.

(a) The Maturity Date of the Note is hereby amended from January 5, 2022 to February 5, 2021. All references in any and all Loan Documents to "Maturity Date," or words of similar import shall now mean February 5, 2021.

(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. **Restated Note.** Contemporaneously with the execution of this Agreement a promissory note of even date herewith shall be executed by Borrower in the principal amount of \$384,079.71, having a maturity date of February 5, 2021. The Interest rate on the Promissory Note dated July 28, 2015 is stated to be 4.00% per annum with monthly payments of principal and interest of \$6,400.61. This Note shall restate and replace the Promissory Note dated January 5, 2012 in the principal amount of \$554,000.00. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated July 28, 2015. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall include the Promissory Note dated July 28, 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 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

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MODIFICATION OF MORTGAGE (Continued)

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 JULY 28, 2015.

GRANTOR:

18051 HARWOOD LLC

By: _____

Howard H. Ankin, Manager of 18051 Harwood LLC

LENDER:

WINTRUST BANK

x _____

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 28th day of July, 2015 before me, the undersigned Notary Public, personally appeared **Howard H. Ankin, Manager of 18051 Harwood 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 Sonia Ruiz Residing at 509 E. Harding Ave
La Grange Park, IL 60526
 Notary Public in and for the State of IL

My commission expires 12/5/2018



PROPOSED COOK County Clerk's Office

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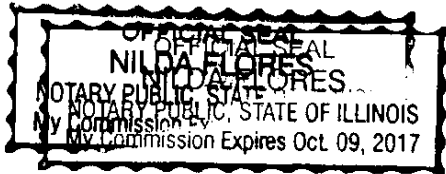
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 28th day of July, 2015 before me, the undersigned Notary Public, personally appeared Sean Debra and known to me to be the Loan 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 Nilda Flores Residing at 100 W North Ave
Chicago, Ill 60610
 Notary Public in and for the State of IL
 My commission expires 10-9-2017



Cook County Clerk's Office