

# UNOFFICIAL COPY



Doc#: 1607650042 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/16/2016 11:01 AM Pg: 1 of 4

THIS DOCUMENT PREPARED BY  
AND WHEN RECORDED MAIL TO:

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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (the "Modification") is made as of March 14<sup>th</sup>, 2016, by **DZD Group LLC** (the "Grantor") to **Medford Real Estate Fund I LLC** (together with its successors and assigns), including each and every holder of the Note (the "Lender").

**MORTGAGE.** Borrower and Lender entered into a Mortgage and Assignment of Rents dated October 6, 2015, which were recorded with the Cook County, Illinois Recorder of Deeds on October 29, 2015, as document number 1530250025 and 1530250026 (collectively "Mortgage") to secure a Note in the sum of \$242,400.00.

**REAL PROPERTY DESCRIPTION.** The Mortgage relates to the following described commercial property in Cook County, State of Illinois:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A

Commonly known as: 5716 W. Eddy St., Chicago, IL 60618  
Permanent Index Number: 13-20-402-030-0000

**MODIFICATION.** Lender and Borrower hereby modify the Mortgage as follows:

- A. **AMOUNT SECURED.** The amount secured by the Mortgage shall be increased to an amount not to exceed \$566,200.00.
- B. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms in this Modification shall have the respective meanings ascribed to them in the Mortgage, the Forbearance and/or the Loan Documents.
- C. **NO DEFENSES.** Grantor hereby acknowledges that as of the date hereof, Grantor has no defenses, offset or counterclaim with respect to the payment of any sum owed to Lender,

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or with respect to any covenant in the Mortgage or other Loan Documents, as modified hereby.

- D. **RIGHT OF REDEMPTION.** Grantor waives any right of redemption afforded to it under the Loan Documents or otherwise.
- E. **REAFFIRMATION.** Grantor hereby reaffirms each and every one of its representations, warranties, covenants, conditions and obligations set forth in the Mortgage, as modified hereby.
- F. **TERMS REMAIN.** Except as otherwise set forth herein or in the Forbearance, the Mortgage remains unmodified and shall continue in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment nor obligate the Lender to make any further modifications. 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 Lender 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 lender in writing.
- G. **PAYMENT OF FEES.** Grantor hereby agrees to pay or cause to be paid to Lender all reasonable fees and expenses of Lender relating to this Modification and the transactions contemplated herein, including, without limitation, reasonable fees and expense of Lender's counsel, recording charges, escrow charges, title charges and related expenses.
- H. **NO PREJUDICE.** This Modification shall not prejudice any rights or remedies of Lender under any of the Loan Documents.
- I. **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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS.  
THIS MODIFICATION OF MORTGAGE IS DATED March 14, 2016.

**Grantor:**

**DZD Group LLC**

By: John Zych

Its: \_\_\_\_\_  

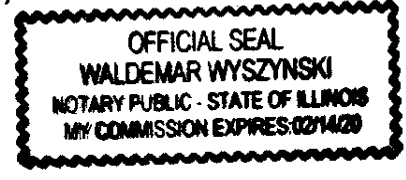

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STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY that that John Zych MANAGER of DZD Group LLC  
appeared before me this day and acknowledged that he executed the foregoing Modification  
of Mortgage to Medford Real Estate Fund I LLC as his free and voluntary act for the uses and  
purposes therein set forth.

Given under my hand and official seal, this 15 day of MARCH, 2016.

\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

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## EXHIBIT A

Commitment Number: 15091619

THE EAST HALF OF LOT TEN (10) AND ALL OF LOT ELEVEN (11) IN J. WARREN VAN DERSLICES SECOND ADDISON STREET ADDITION IN THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT WHEREOF WAS RECORDED MAY 13, 1922 AS DOCUMENT 7500705, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 13-20-402-030-0000

Property Address: 5716 W EDDY ST, CHICAGO, IL 60634

Property of Cook County Clerk's Office

Daniel L. Kaufman  
661 W Lake St  
Chicago, IL 60661  
A Policy Issuing Agent for  
First American Title Insurance Company

Commitment  
Exhibit A

(15091619.PFD/15091619/12)