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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/25/2016 01:28 PM Pg: 1 of 4

160997400269
WHEN RECORDED MAIL TO:
BARRINGTON BANK & TRUST
COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lukasz Moryl
BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

Attorneys' Title Guaranty Fund, Inc.
1 S. Wacker Dr., STE 2400
Chicago, IL 60606-4650
Attn: Search Department

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2016, is made and executed between Sunway Realty LLC (referred to below as "Grantor") and BARRINGTON BANK & TRUST COMPANY, N.A., whose address is 201 S. HOUGH STREET, BARRINGTON, IL 60010 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 9, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on September 21, 2015 in the Cook County Recorder of Deeds as Document Number 1526433027 and 1526433028.

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

LOT 177 IN EUGENIA, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2518 Gayle Ct, Glenview, IL 60025. The Real Property tax identification number is 09-12-310-021-0000.

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 \$507,000.00.

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 February 4, 2014 in the original principal amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of,

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MODIFICATION OF MORTGAGE (Continued)

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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 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 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 MARCH 1, 2016.

GRANTOR:

SUNWAY REALTY LLC

By: 

Woon Lee, Member of Sunway Realty LLC

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

X 

Authorized Signer

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(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS
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On this 1st day of March, 2016 before me, the undersigned Notary Public, personally appeared Woon Lee, Member of Sunway Realty 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 Yee Mei, Chua Residing at South Barrington

Notary Public in and for the State of Illinois

My commission expires Sept 14, 2019



County Clerk's Office

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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Cook) SS
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On this 8 day of March 2016 before me, the undersigned Notary Public, personally appeared Joe Fraczek and known to me to be the loan officer, authorized agent for BARRINGTON BANK & TRUST COMPANY, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BARRINGTON BANK & TRUST COMPANY, N.A., duly authorized by BARRINGTON BANK & TRUST COMPANY, N.A. 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 BARRINGTON BANK & TRUST COMPANY, N.A..

By Marlayne M Malmgren Residing at Elgin IL

Notary Public in and for the State of IL

My commission expires 8-27-19

