

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
PARKWAY BANK AND TRUST  
COMPANY  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, IL  
60706



Doc#: 1610250051 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/11/2016 10:57 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
PARKWAY BANK AND TRUST  
COMPANY  
4800 N. HARLEM AVENUE  
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60706

SEND TAX NOTICES TO:  
PARKWAY BANK AND TRUST  
COMPANY  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, IL  
60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
LAURA D'AMATO, ASSISTANT VICE PRESIDENT  
PARKWAY BANK AND TRUST COMPANY  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60706

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2016, is made and executed between 406 OPP, LLC, a Colorado limited liability company, whose address is 9575 West Higgins, Suite 902, Rosemont, IL 60018 (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 13, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 19, 2010 as Document #1013904132.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9850 W. Leland, Unit #406, Schiller Park, IL 60176. The Real Property tax identification number is 12-16-204-051-1046.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED APRIL 7, 2016 IN THE PRINCIPAL FACE AMOUNT OF \$1,444,878.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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**PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED SEPTEMBER 30, 2013 IN THE PRINCIPAL FACE AMOUNT OF \$985,000.00 ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$2,889,756.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME**

**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.

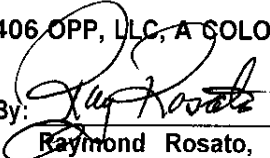
**ATTORNEYS' FEES, COSTS AND EXPENSES.** Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 7, 2016.**

GRANTOR:

406 OPP, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

  
Raymond Rosato, Manager of 406 OPP, LLC, a Colorado  
limited liability company

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

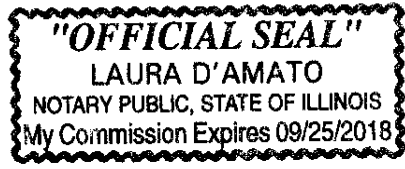
PARKWAY BANK AND TRUST COMPANY

X [Signature]  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF COOK

)  
) SS  
)



On this 8th day of April, 2016 before me, the undersigned Notary Public, personally appeared **Raymond Rosato, Manager of 406 OPP, LLC, a Colorado limited liability company,** 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 Laura D'Amato Residing at 1800 N. Halsted

Notary Public in and for the State of Illinois

My commission expires 9/25/18

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF COOK



On this ~~8th~~ 21st day of April, 2016 before me, the undersigned Notary Public, personally appeared Gregory T. Boar and known to me to be the Executive Vice President, authorized agent for **PARKWAY BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PARKWAY BANK AND TRUST COMPANY**, duly authorized by **PARKWAY BANK AND TRUST COMPANY** 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 **PARKWAY BANK AND TRUST COMPANY**.

By Laura D'Amato Residing at 4800 N. Halsted

Notary Public in and for the State of Illinois

My commission expires 09/25/18

County Clerk's Office

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Schedule "A"

UNIT NUMBER 406 <sup>AND P2</sup> AND THE EXCLUSIVE USE OF P38 and S38 LIMITED COMMON ELEMENTS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS IN ONE PARK PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0821018031, IN THE NORTH ½ 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 ROYCE'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ AND THE NORTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9 AND THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 16 (EXCEPT THEREFROM THE WEST 16 ½ FEET OF SAID NORTH 1/2 OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 16) IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLIOIS. EXCEPTING THEREFROM THAT PARCEL CONDEMNED IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CIRCUIT COURT CASE 81L-8438, SAID PARCEL 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 1/2 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 1/2 FEET WIDE OFF THE WEST END OF THE NORTHEAST ¼ OF SAID SECTION 16, ) DESCRIBED AS LYING SOUTHWESTERLY OF A LINE DRAWN 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 43 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

Clerk's Office