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RECORDATION REQUESTED BY:

**MB Financial Bank, N.A.
Commercial Division 22
800 West Madison Avenue
Chicago, IL 60607**



**Doc#: 1610919119 Fee: \$44.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/18/2016 02:12 PM Pg: 1 of 3**

WHEN RECORDED MAIL TO:

**MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**MDrozd/Ln# 297571/DL# 38738/198/CZG
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018**

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MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated February 12, 2016, is made and executed between MADISON & OGDEN LLC, whose address is 1535 W. MADISON ST., CHICAGO, IL 60607-1811 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison Avenue, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 5, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 5, 2013 executed by Madison & Ogden, LLC, ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 9, 2013 as document no. 1309922013.

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

LOT 12, 13, 14 AND THE EAST 29 1/2 FEET OF LOT 15 IN LAFLIN AND LOOMIS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1535 W. Madison St., Chicago, IL 60607. The Real Property tax identification number is 17-17-101-009-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows:

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(Continued)**

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The word "Note" means that certain Promissory Note dated as of February 12, 2016 in the original principal amount of \$75,672.30 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The Definition of Borrower as set forth in the Mortgage is hereby amended from Billy Goat Midwest, LLC and Billy Goat North II, Inc. to Billy Goat Midwest, LLC.

The paragraph titled "Maximum Lien/Maximum Indebtedness" set forth in the Mortgage secures the entire principal amount of the Loans, interest accrued thereon and all other Obligations. Under no circumstances, however, shall the aggregate principal indebtedness exceed an amount equal to two (2) times the original principal amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

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 FEBRUARY 12, 2016.

GRANTOR:

MADISON & OGDEN LLC

By: 
APOSTOLOS SIANIS, Member of MADISON & OGDEN LLC

By: 
ATHANASIOS S. SIANIS, Member of MADISON & OGDEN LLC

By: 
THEOFANIS S. SIANIS, Member of MADISON & OGDEN LLC

By: 
BASILIOS S. SIANIS, Member of MADISON & OGDEN LLC

By: 
SAM A. SIANIS, Member of MADISON & OGDEN LLC

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

MB FINANCIAL BANK, N.A.

x Catherine Menden
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

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On this 1st day of March, 2016 before me, the undersigned Notary Public, personally appeared **APOSTOLOS SIANIS, member of MADISON & OGDEN LLC; ATHANASIOS S. SIANIS, Member of MADISON & OGDEN LLC; THEOFANIS S. SIANIS, Member of MADISON & OGDEN LLC; BASILIOS S. SIANIS, Member of MADISON & OGDEN LLC; and SAM A. SIANIS, Member of MADISON & OGDEN 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 V. Drebos

Residing at 1814 W. Willow Ln Mt. Prospect

Notary Public in and for the State of Illinois

My commission expires 8/5/18