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Doc#: 1620455039 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/22/2016 09:14 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Business Banking
6111 N. River Road
Rosemont, IL 60018

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:

NSANTIAGO/LN #415752/D 072810/742
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated July 12, 2016, is made and executed between 8260 ELMWOOD, LLC, whose address is 8260 N. ELMWOOD AVE., SKOKIE, IL 60077 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 8, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of May 8, 2008 executed by Anoosh and Yadegar Limited Liability Company ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on June 2, 2008 as document no. 0815401089, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 2, 2008 as document no. 0815401092, further modified by a Modification of Mortgage dated May 8, 2013 executed by 8260 Elmwood, LLC for the benefit of Lender, recorded on June 20, 2013 as document no. 1317134074.

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

LOTS 6, 7 AND 8 (EXCEPT THOSE PARTS DEDICATED FOR ROAD) IN THE SUBDIVISION OF THAT PART LYING EAST OF THE ROAD OF LOT 3 OF THE OWNER'S SUBDIVISION OF THE NORTH 55 ACRES OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8260 ELMWOOD AVENUE, SKOKIE, IL 60077. The

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(Continued)**

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Real Property tax identification number is 10-21-406-015-0000, 10-21-406-016-0000 AND 10-21-406-017-0000.

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: The word "Note" means, individually and collectively, (i) that certain Promissory Note dated July 12, 2016 in the original principal amount of \$532,500.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated July 12, 2016 in the original principal amount of \$367,012.64 executed by 4900 Madison, LLC payable to the order of Lender, (iii) that certain Promissory Note dated July 12, 2016 in the original principal amount of \$256,500.00 executed by Swift Child Care Incorporated payable to the order of Lender, (iv) that certain Promissory Note dated May 8, 2013 in the original principal amount of \$451,752.06 executed by 8260 Elmwood, LLC payable to the order of Lender, all as amended, supplemented, notified or replaced from time to time.

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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

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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 12, 2016.

GRANTOR:

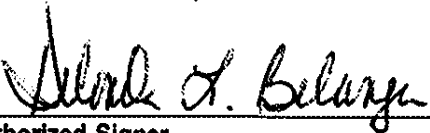
8260 ELMWOOD, LLC

By: 
YADEGAR VARDA, Manager of 8260 ELMWOOD, LLC

By: 
EDNA VARDA, Manager of 8260 ELMWOOD, LLC

LENDER:

MB FINANCIAL BANK, N.A.

x 
Authorized Signer

Office of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

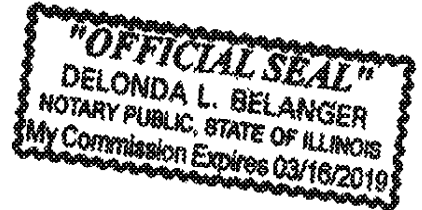
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 12th day of July, 2016 before me, the undersigned Notary Public, personally appeared **YADEGAR VARDA, Manager of 8260 ELMWOOD, LLC and EDNA VARDA, Manager of 8260 ELMWOOD, 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 Delonda L. Belanger Residing at 363 W. Ontario, Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 3-16-19

County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 12th day of July, 2016 before me, the undersigned Notary Public, personally appeared Delvade Beldner and known to me to be the Vice President, authorized agent for MB Financial Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MB Financial Bank, N.A., duly authorized by MB Financial Bank, 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 MB Financial Bank, N.A..

By Rose Marie Thomas Residing at 6111 N River Road

Notary Public in and for the State of Ill

My commission expires May 1, 2019

