



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2015001057

amount of \$470,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the Note, including but not limited to the Change in Terms dated June 2, 2016 wherein the principal amount of the Note is increased to \$660,000.00, all of which are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest.

**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 JUNE 2, 2016.**

GRANTOR:

800 W DIVERSEY LLC

By: 

Fredericus J. Janssen, Member of 800 W Diversey LLC

LENDER:

STANDARD BANK AND TRUST COMPANY

X 

Authorized Signer

County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No. 2015001057

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana )

COUNTY OF Lake ) SS )

On this 30<sup>th</sup> day of June, 2016 before me, the undersigned Notary Public, personally appeared **Fredericus J. Janssen, Member of 800 W Diversey 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 Louise Residing at Lake County

Notary Public in and for the State of Indiana

My commission expires 11-15-17



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2015001057

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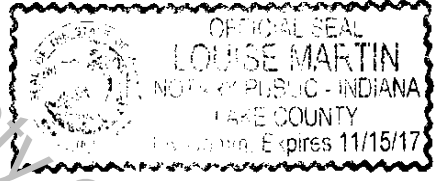
### LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
 COUNTY OF Lake )

On this 30<sup>th</sup> day of June, 2016 before me, the undersigned Notary Public, personally appeared Jeffrey Wisee and known to me to be the Asst. Vice President, authorized agent for **STANDARD 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 **STANDARD BANK AND TRUST COMPANY**, duly authorized by **STANDARD 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 **STANDARD BANK AND TRUST COMPANY**.

By [Signature] Residing at Lake County

Notary Public in and for the State of Indiana  
 My commission expires 11-5-17



Cook County Clerk's Office