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Doc#. 1623047036 Fee: \$56.00 Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/17/2016 09:15 AM Pg: 1 of 5

MORTGAGE MODIFICATION AGREEMENT

Prepared by and return after recording to:
O'HALLORAN KOSOFF GEITNER & COOK, LLC
MARK M. ANDERSON
650 DUNDEE ROAD, SUITE 475
NORTHBROOK, ILLINOIS 60062

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#### MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into as of the fourth (4<sup>th</sup>) day of August, 2016, by and between BMO HARRIS BANK N.A., a national banking association with a place of business located at 111 W. Monroe Street, Chicago, Illinois 60603-4095 (the "Bank") and BRIAN M. PASSMORE, an individual residing at 2127 W. Wellington Avenue, Chicago, Illinois 60618 (the "Mortgagor").

#### WITNESSETH:

WHEREAS, on July 26, 2013, the Mortgagor executed and delivered to the Lender a certain mortgage described below on the real estate located in Chicago, Illinois and legally described in Exhibit "A" hereto (the "Property") in order to secure the payment of a loan in the original principal amount of \$800,000.00 (the "Loan") that the Bank made to Longstreet Capital Funding LLC, an Illinois limited liability company that is owned by Mortgagor (the "Borrower"); and

WHEREAS, the unpaid principal balance of the Loan has been increased to an amount up to Eight Million Five Hundred Thousend and no/100 Dollars (\$8,500,000.00) (the "New Loan Amount") and the Borrower has executed and delivered to the Bank a new promissory note (secured) in the New Loan Amount (the "New Note").

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth, the parties hereby nutually promise and agree as follows:

- 1. The definition of the "Note" that is set forth in the Mortgage dated July 26, 2013 that was recorded against the Property on August 28, 201) as Document No. 1324008541 (the "Mortgage") shall mean the New Note.
- 2. The definition of the "Secured Indebtedness" that is set forth in the Mortgage is hereby amended to increase the maximum amount of Secured Indebtedness up to Seventeen Million Dollars (\$17,000,000.00).
- 3. This Mortgage Modification Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 4. The parties further agree that all other terms, provisions, stipulations, covenants, agreements and obligations set forth in the Mortgage and the other documents that evidence or secure the payment of the New Note (collectively the "Loan Documents") shall remain in full force and effect. In the event that there is any conflict or ambiguity between the terms and provisions of the Loan Documents and those of this Mortgage Modification Agreement, the terms and provisions of this Mortgage Modification Agreement shall supersede and control in all respects. It is hereby agreed between the parties that the covenants, agreements and obligations set forth in this Mortgage Modification Agreement shall bind and inure to the benefit of

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the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Mortgage Modification Agreement on the day and year first above written.

BANK:

Stoppen Stoppe BMO HARRIS BANK N.A., a national banking corporation

V.P. Relacionship Manager

MORTGAGOR:

mM. Pa. B ian M. Passmore

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STATE OF ILLINOIS ) SS  ALAN BABITSKY NOTARY PUBLIC, STATE OF ILLINOIS  My Commission Funits Aircraft 2010
COUNTY OF
Before me, a Notary Public, in and for said County and State, personally appeared of BMO Harris Bank N.A., a national banking association who acknowledged the execution of the foregoing Mortgage Modification Agreement as his/her free and voluntary act and as the free and voluntary act of such
association.
WITNESS my hand and Notarial Seal this day of August, 2016.
Ma f
Notary Public
STATE OF ILLINOIS ) SS  OFFICIAL SEAL ALAN BABITSKY
COUNTY OF
Before me, a Notary Public, in and for said County and State, personally appeared Brian M

Before me, a Notary Public, in and for said Courty and State, personally appeared Brian M. Passmore who acknowledged the execution of the foregoing Mortgage Modification Agreement as his free and voluntary act.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of August, 2016.

Notary Public

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#### EXHIBIT "A" TO MORTGAGE

#### LEGAL DESCRIPTION OF THE PROPERTY

LOT 34 IN SUBDIVISION OF THAT PART OF LOT 14, LYING NORTH OF CLYBOURN AVENUE IN SNOW ESTATE SUBDIVISION OF SUPERIOR COURT PARTITION OF PARTS OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERUDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2127 W. Wellington Avenue

Chicago. Idinois 60618

Tax Parcel Number: 14-30-119-004-0000