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

Doc#: 1623550095 Fee: \$46.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/22/2016 10:58 AM Pg: 1 of 5

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

Doc#: 1615246000 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/31/2016 09:12 AM Pg: 1 of 5

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:
Marianne L. Wagener
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

**THIS DOCUMENT IS BEING RE-RECORDED TO
CORRECT THE LEGAL DESCRIPTION**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 27, 2016, is made and executed between Village Enclave LLC, an Illinois limited liability company (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 June 23, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a first Mortgage recorded as document number 1420310014 and Assignment of Rents recorded as document number 1420310015 .

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

See see attached 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 approximately 17 acres containing 10 lots on Higgins Road east of Bartlett, South Barrington, IL 60010. The Real Property tax identification number is

SEE ATTACHED EXHIBIT "A"

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 may 27, 2016 IN THE PRINCIPAL FACE AMOUNT OF \$2,634,375.00 (TOGETHER WITH

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 11

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ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED JANUARY 1, 2016 IN THE PRINCIPAL FACE AMOUNT OF \$2,754,886.99 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 \$5,268,750.00. 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 MAY 27, 2016.

GRANTOR:

VILLAGE ENCLAVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 

Naim J Elias II, Manager of Village Enclave LLC, an Illinois limited liability company

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11

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LENDER ACKNOWLEDGMENT

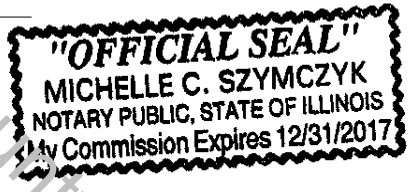
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 27th day of May, 2017 before me, the undersigned Notary Public, personally appeared Martinez-Ryan and known to me to be the SVP, 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 [Signature] Residing at Cook IL

Notary Public in and for the State of IL

My commission expires 12/31/2017



Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

LOTS 3-4, 5-7, 10-11, 13-15 IN THE VILLAGE ENCLAVE OF SOUTH BARRINGTON SUBDIVISION OF THAT PART OF THE W 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 1421745047.

AND

ANY PORTIONS OF THE FOLLOWING PARCEL NOT INCLUDED IN LOTS 1-15 AND OUTLOTS 1-5 IN THE VILLAGE ENCLAVE OF SOUTH BARRINGTON SUBDIVISION RECORDED AS DOCUMENT NUMBER 1421745047:

A PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE EAST ON THE NORTH LINE OF SAID 1/4 SECTION 658.74 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EAST ON SAID NORTH LINE 664.66 FEET TO THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 1376.5 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD 710.0 FEET TO THE SOUTHEAST CORNER OF 6 ACRE TRACT OF LAND CONVEYED BY THE GRANTORS HEREIN TO FRANK LAMCZYK AND JULIA LAMCZYK BY WARRANTY DEED DATED JULY 20, 1928 AND RECORDED IN BOOK 26064 AT PAGE 436 AS DOCUMENT NO. 10095457 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF SAID 6 ACRE TRACT AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4, 1122.0 FEET TO SAID NORTH LINE OF SAID SOUTHWEST 1/4 AND POINT OF BEGINNING, SITUATED IN THE TOWNSHIP OF BARRINGTON, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 01-34-301-003-0000, 01-34-301-004-0000, 01-34-301-005-0000, 01-34-301-006-0000, 01-34-301-007-0000, 01-34-301-010-0000, 01-34-301-011-0000, 01-34-301-013-0000, 01-34-301-014-0000, 01-34-301-015-0000, 01-34-301-016-0000, 01-34-301-017-0000, 01-34-301-018-0000, 01-34-301-019-0000 AND 01-34-301-020-0000