UNOFFICIAL COPY



RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Division 16
6111 N. River Road
Rosemont, IL 60018

Doc#: 1625845030 Fee: \$46.25 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 09/14/2016 09:33 AM Pg: 1 of 4

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:
SH/LN # 300208/Deal 40688/CC 158/190/WAS
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated July 26, 2016, is made 2.1d executed between ASPIRE OF ILLINOIS,, AN ILLINOIS NOT FOR PROFIT CORPORATION whose address is 1815 S WOLF RD., HILLSIDE, IL 60162-2110 (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 March 21, 2014 (inc "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 21, 2014 executed by Grantor for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 8, 2014 as document no. 1409816080, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 8, 2014 as document no. 1409816081.

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

THE WEST 330 FEET OF THE SOUTH 298.89 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING IN WOLF ROAD) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1815 Wolf Rd., Hillside, IL 60162. The Real Property tax identification number is 15-20-300-043-0000.

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

1625845030 Page: 2 of 4

UNOFFICIAL CO

MODIFICATION OF MORTGAGE

Loan No: 690000003496

(Continued)

Page 2

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirely as follows: The word "Note" means, individually and collectively; (i) that certain Promissory Note dated July 26, 2016 in the original principal amount of \$2,000,000.00; (ii) that certain Promissory Note dated July 26, 2016 in the original principal amount of \$900,000.00; and (iii) that certain Promissory Note dated March 21, 2014 in the original principal amount of \$2,100,000.00; executed by Borrower payable to the order of Lender, as amended, supplemented, modified 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 arrount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

CONTINUING VALIDATION Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full for a 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 consultute 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 acknowled to 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 JULY 26, 2016. C/O/A/S O/F/CO

GRANTOR:

ASPIRE OF/ILLINOIS

AT ASPIRE OF ILLINOIS JAMES R. KALES, President/CEO

By:

KENNETH J. GAUL, Chief Financial Officer of ASPIRE OF

ILLINOIS

LENDER:

MB FINANCIAL BANK, N.A.

Authorized Signer

1625845030 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued) Loan No: 690000003496 Page 3 CORPORATE ACKNOWLEDGMENT) SS $\underline{\partial O \psi}$ before me, the undersigned Notary day of On this Public, personally appeared JAMES P. KALES Pesident/CEO of ASPIRE OF ILLINOIS and KENNETH J. GAUL, Chief Financial Officer of SPIRE OF ILLINOIS, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation. Residing at Notary Public in and for the State of _ My commission expires _ Juny Clarks Office NOTARY PUBLIC, STATE OF ILLINOIS

1625845030 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

| Loan No: 690000003496 | (Continued) | Page 4 |
|--|--|--|
| | LENDER ACKNOWLEDGMENT | |
| and acknowledged said inscrument authorized by MB Financial Early, I | and known to me B Financial Bank, N.A. that executed the to be the free and voluntary act and dee N.A. through its board of directors or othered that he or she is authorized to execute that of MB Financial Bank, N.A Residing at | ed of MB Financial Bank, N.A., duly nerwise, for the uses and purposes |

LaserPro, Ver. 15.5.20.036 Copr. D+H USA Corporation 1997 2016. All Rights Reserved. - IL G:\HARLAND\CFI\LPL\G201.FC TR-\6224 PR-8