

# UNOFFICIAL COPY

Doc#. 1626740003 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/23/2016 10:24 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

**MB Financial Bank, N.A.,  
successor in interest to  
American Chartered Bank  
Commercial-Martino  
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**

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**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

**S Cebulski / #609930008 / #0197  
MB Financial Bank, N.A., successor in interest to American Chartered Bank  
6111 N. River Road  
Rosemont, IL 60018**

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## **MODIFICATION OF MORTGAGE**



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated September 6, 2016, is made and executed between DRC Management LLC, whose address is 11600 South Avenue O, Chicago, IL 60617 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to American Chartered Bank, 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 September 29, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 29, 2011 executed by DRC Management LLC ("Grantor") for the benefit of MB Financial Bank, N.A. as successor in interest to American Chartered Bank ("Lender"), recorded on October 7, 2011 as document no. 1128029040, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 7, 2011 as document no. 1128029041 further modified by Modification of Mortgage dated March 3, 2015 executed by Grantor for the benefit of lender recorded on May 13, 2005, as document no. 1513347007 and re-recorded on July 6, 2015 as document no. 1518757602.

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

PARCEL 1: THAT PART OF THE NORTHEAST 1/4 OF SECTION 19 LYING SOUTH OF THE SOUTH LINE OF 116TH STREET, (NOT RECORDED) LYING EAST OF THE CENTERLINE OF SOUTH MACKINAW AVENUE

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EXTENDED NORTH; ALSO, THAT PART OF LOT 6 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, LYING EAST OF THE CENTERLINE OF VACATED SOUTH MACKINAW AVENUE EXTENDED NORTH, LYING SOUTH OF A LINE 1250.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, AND LYING WEST OF THE EAST 65 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 19; ALSO, THAT PART OF LOT 7 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, LYING WEST OF THE CENTERLINE OF VACATED SOUTH MACKINAW AVENUE EXTENDED NORTH, AND LYING WEST OF THE EAST 65 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 19; ALSO, THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, LYING SOUTH OF THE SOUTH LINE OF SAID LOT 7 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SAID SECTION 19, LYING NORTH OF THE NORTH LINE OF MEA'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, LYING WEST OF THE EAST 65 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 19, AND LYING EAST OF THE CENTERLINE OF SOUTH MACKINAW AVENUE EXTENDED NORTH; ALSO, THAT PART OF LOTS 1 THROUGH 8 IN SAID MEA'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, LYING WEST OF THE EAST 32 FEET THEREOF AND EXCEPTING THAT PART OF SAID LOT 8 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 8 DISTANT 80 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SAID SECTION 19; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.10 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT NORTH OF THE AFORESAID SOUTH LINE OF LOT 8 AND BEING 65 FEET NORMALLY DISTANT WEST OF THE AFORESAID EAST LINE OF SECTION 19; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 8; THENCE WEST ALONG SAID SOUTH LOT LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING; ALSO, LOTS 19 THROUGH 26 IN SAID MEA'S SUBDIVISION; ALSO, THE VACATED 14 FOOT WIDE NORTH SOUTH ALLEY ADJACENT TO SAID LOTS 1 THROUGH 8 AND LOTS 19 THROUGH 26; ALSO, VACATED SOUTH GREEN BAY AVENUE LYING NORTH OF THE NORTH LINE OF EAST 117TH STREET AND LYING SOUTH OF THE NORTH LINE OF SAID MEA'S SUBDIVISION; ALSO, LOTS 27 THROUGH 34 AND LOTS 45 THROUGH 52 IN SAID MEA'S SUBDIVISION; ALSO, THE NORTH SOUTH 14 FOOT WIDE VACATED ALLEY ADJACENT TO SAID LOTS 27 THROUGH 34 AND LOTS 45 THROUGH 52; ALSO, THE EAST 1/2 OF VACATED SOUTH MACKINAW AVENUE LYING NORTH OF THE NORTH LINE OF SAID EAST 117TH STREET AND LYING SOUTH OF THE NORTH LINE OF SAID MEA'S SUBDIVISION, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 19 AFORESAID, DISTANT SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST 1250.00 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS EAST 65.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST ALONG THE EXISTING WEST LINE OF AVENUE "O", A DISTANCE OF 686.27 FEET TO A POINT; THENCE SOUTH 45 DEGREES 31 MINUTES 18 SECONDS WEST 21.10 FEET TO A POINT IN THE NORTH LINE OF SAID EAST 117TH STREET; THENCE NORTH 89 DEGREES 12 MINUTES 49 SECONDS WEST 579.03 FEET TO A POINT IN THE CENTERLINE OF SAID VACATED SOUTH MACKINAW AVENUE; THENCE NORTH 00 DEGREES 14 MINUTES 59 SECONDS EAST ALONG SAID CENTERLINE AND THE NORTH EXTENSION OF SAID CENTERLINE 701.02 FEET TO A POINT IN THE SOUTH LINE OF SAID EAST 116TH STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST 594.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 178 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF 117TH STREET, SOUTH OF THE SOUTH LINE OF 116TH STREET AND WEST OF THE CENTER LINE OF MACKINAW AVENUE EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11600 South Avenue O, Chicago, IL 60617. The Real Property tax identification number is 26-19-200-028-0000, 26-19-200-039-0000, 26-19-204-017-0000,

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26-19-204-018-0000, 26-19-205-017-0000 and 26-19-205-018-0000.

**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 that certain Promissory Note dated September 6, 2016 in the original principal amount of \$426,082.43 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 amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage (omit this provision if the maximum lien provision does not need to be amended).

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 6, 2016.**

**GRANTOR:****DRC MANAGEMENT LLC**

By:   
Patrick Perry, Member of DRC Management LLC

By:   
William Perry, Member of DRC Management LLC

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LENDER:

**MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN  
CHARTERED BANK**

X   
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 12th day of September, 2016 before me, the undersigned Notary Public, personally appeared **Patrick Perry, Member of DRC Management LLC and William Perry, Member of DRC Management 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 Cydnee Serdiuk Residing at Orland Park

Notary Public in and for the State of IL

My commission expires 11/13/17



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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 16th day of September, 2016 before me, the undersigned Notary Public, personally appeared Deniz Hollingrad and known to me to be the SVP, authorized agent for **MB Financial Bank, N.A., successor in interest to American Chartered Bank** 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., successor in interest to American Chartered Bank**, duly authorized by **MB Financial Bank, N.A., successor in interest to American Chartered Bank** 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., successor in interest to American Chartered Bank**.

By Cyndee Serdiuk Residing at Orland Park

Notary Public in and for the State of IL

My commission expires 11/13/17

