

# UNOFFICIAL COPY

Doc#: 1627022093 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/26/2016 11:57 AM Pg: 1 of 4

<b>ADDRESS OF PROPERTY</b>  724 W Hubbard St, Chicago, IL 60642 and 464-470 N. Milwaukee Ave, Chicago, IL. 60654  <b>REAL ESTATE INDEX NUMBER</b>  Document #0603934059  <b>THIS INSTRUMENT PREPARED BY AND RETURN TO:</b>  Midwest BankCentre ATTN: Loan Administration 2191 Lemay Ferry Road St Louis, Missouri 63125 RE #: 12403111, 12403112	
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## MORTGAGE MODIFICATION (Illinois)

**THIS AGREEMENT** is dated as of August 17, 2016 and is made by M & H Development Group, L.L.C (the "Grantor") for the benefit of MIDWEST BANKCENTRE (the "Bank").

**IN CONSIDERATION** of the extension or continuation of credit to the Grantor by the Bank, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

I Grantor has heretofore delivered to Bank a mortgage which is dated January 26, 2006 and which is recorded as **Document Number 0603934059** of the records of Cook County, Illinois (the "Mortgage") encumbers the real property described in Exhibit A and secures the following obligations and all modifications, renewals, extensions and replacements thereof (the "Obligations") Other obligations may also be secured by the Mortgage and the failure to list any other secured obligation shall not impair any rights that the Bank may have under the Mortgage. If there is more than one maker of an Obligation, the definitions of obligors, borrowers, grantors, notes or other evidences of indebtedness in the Mortgage shall be deemed to be amended to include the obligations and makers described below

<i>Type of Obligation Date of Obligation</i>	<i>Makes of Obligation</i>	<i>Maturity Date of Obligation</i>	<i>Unpaid Principal Balance of Obligation</i>
Note - August 17, 2016	<u>M &amp; H Development Group, L.L.C.</u>	<u>September 5, 2021</u>	<u>\$1,532,599.07</u>
Note - August 17, 2016	<u>M &amp; H Development Group, L.L.C.</u>	<u>September 5, 2021</u>	<u>\$478,867.52</u>

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2 The Mortgage is hereby amended as follows:

**Adding Additional Secured Obligations.** The Deed of Trust shall secure all Obligations described in Paragraph 1 hereof

3 The following is added to the Mortgage: "AMENDMENTS AND MODIFICATIONS. The holder of this Mortgage may modify any terms of this Mortgage, or the terms of any indebtedness which this Deed of in any manner (including, without limitation increasing the rate of interest applicable to any indebtedness, or increasing the length of time to pay any indebtedness, or modify any other agreements with the Grantor which may affect in any way this Mortgage and the rights of the holder hereof under this Mortgage) without the prior consent of, or notice to, any other person or entity who has any mortgage or other security interest in the property described in this Mortgage and no such modification shall in any way impair the priority of this Mortgage or the rights of the holder of this Mortgage, even if such modification is prejudicial to the rights or interests of any other person or entity

4 Grantor hereby releases the Bank and all officers, directors, agents and employees of the Bank from any claims, damages or causes Mortgage which occurred on or before to the date hereof

5 This Agreement shall not be deemed to constitute an alteration, waiver, annulment or variation of any of the terms and conditions of any Obligation or the Mortgage as heretofore amended except as expressly set forth herein. Any term or condition of any Obligation or the Mortgage that is inconsistent with this Agreement is deemed modified to be consistent herewith. If for any reason this Agreement is invalid, any Obligation and the Mortgage shall be enforceable according to their original terms as heretofore amended. All representations, warranties and covenants made by Grantor in the Mortgage are hereby confirmed by Grantor as of the date hereof.

6 This Agreement shall be binding upon and inure to the benefit of the Grantor and the Bank and their respective successors, assigns, heirs and representatives.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first written above

GRANTOR

M & H Development Group, L.L.C.

By: *David W. Mason*  
David W. Mason  
Managing Member

NO SEAL

By: *James O. Hacking*  
James O. Hacking  
Managing Member

NO SEAL

LENDER

Midwest Bank Centre

By: *Kurt J. Evans*  
Kurt J. Evans  
Sr. Vice President

BANK SEAL

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## EXHIBIT A

### Legal Description of Existing Property

#### PARCEL 1:

LOT 2 (EXCEPT THE EAST 0.08 FEET THEREOF) AND ALL OF LOTS 3 AND 4 IN BLOCK 74 IN RUSSELL, MATHER AND ROBERTS' ADDITION TO CHICAGO AFORESAID, ALSO LOT 6 IN MARY P. LEE'S SUBDIVISION OF PART OF LOTS 12, 13, 14, 15 AND 16 IN BLOCK 74, IN RUSSELL, MATHER AND ROBERTS' ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

LOTS 10, 11, 12, 13, 14, 15 AND 16 IN DILLION'S SUBDIVISION OF LOTS 5, 6, 7, 8, 11 AND 12 IN BLOCKS 72 AND 74 OF RUSSELL, MATHER AND ROBERTS' ADDITION TO CHICAGO AFORESAID ALSO ALL OF THE VACATED ALLEY BETWEEN NORTH MILWAUKEE AVENUE AND HUBBARD STREET IN BLOCK 74 IN RUSSELL, MATHER AND ROBERTS' ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.