### **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

#### ADDRESS OF PROPERTY

724 W. Hubbard St., Chicago, IL. 60642 and 464-470 N. Milwaukee Ave., Chicago, IL. 60654

**REAL ESTATE INDEX NUMBER** 

Document #0603934059

THIS INSTRUMENT PREPARED BY AND RETURN 10:

Midwest BankCentre

ATTN: Loan Administration 2191 Lemay Ferry Road St Louis, Missouri 63125 RE #: 124031[1, 124031[2

### MORTGAGE MODIFICATION (Illinois)

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

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

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 or ligations may also be secured by the Mortgage and the failure to list any other secured obligation shall not in pair 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

| Type of Obligation<br>Date of Obligation | Maker of Obligation                | Maturity Date<br>of Obligation | Unpaid Principal Balance of Obligation |
|--|------------------------------------|--------------------------------|--|
| Note - August 17, 2016                   | M & H Development Group,<br>L.L.C. | September 5, 2021              | \$1,532,599,07                         |
| Note - August 17, 2016                   | M & H Development Group.<br>L.L.C. | September 5,<br>2021           | <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
- 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 prior ty 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
- Grantor hereby releases the Bank and all officers, directors, agents and employees of the Bank from any claims, damages or carses Mortgage which occurred on or before to the date hereof.
- 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, warrances and covenants made by Grantor in the Mortgage are hereby confirmed by Grantor as of the date hereof.
- 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: January 1

David W Mason Managing Member

lames O. Hacking

Managing Member

LENDER

Midwest Bank Contre

Kurt J. Evans

Si Vice President

(Copyright 1992; Rev7-16)

NO SEAL

NO SEAL

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| ENTITY NOTARIZATION  |  |  |  |  |
|--|--|--|--|--|
| STATE OF MISSOURI )  |  |  |  |  |
| ) SS<br>COUNTY OF ST. LOUIS )  |  |  |  |  |
| being by me duly sworn, did say that such person is L L C and that the seal affixed to the foregoing is and that said instrument was signed and sealed on body, and said officer acknowledged said instru  | sppeared David W. Mason to me personally known, who, is the Managing Member of M & H Development Group, instrument is the seal of said organization (if applicable) behalf of said organization by authority of its governing ment to be the free act and deed of said entity. IN y hand and affixed my official seal on the day and year                        |  |  |  |
| March Colombia   | G/ZG/ZOI9<br>My Commission Expires   |  |  |  |
| Notary Public My Commission Expires  |  |  |  |  |
| STATE OF MISSOURI )  | OTARIZATION  MATTHEW J. MALLETTE Notary Public • Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: June 29, 2019 Commission # 15636473   |  |  |  |
| being by me duly sworn, did say that such person in L.L.C. and that the seal affixed to the foregoing is and that said instrument was signed and sealed on body, and said officer acknowledged said instru | opeared James O. Hacking to me personally known, who, the Managing Member of M & H. Development Group, netterment is the seal of said organization (if applicable) behalf of said organization by authority of its governing ment to be the free act and deed of said entity. IN y hand and arrived my official seal on the day and year.  My Commission Expire: |  |  |  |
| •  |  |  |  |  |

LENDER NOTARIZATION

STATE OF MISSOURI ) SS COUNTY OF ST LOUIS)

MATTHEW J. MALLETTE Notar, Public - Notary Seal 8 (ATE OF MISSOURI 🗪 Cais County My Commissic / F. piros: June 29, 2019 Commissio: # 15636473

On August 17, 2016, before me, a notary public, appeared Kurt J. Evans to me personally known, who, being by me duly sworn, did say that such person is the Senior Vice President of Midwest BankCentre, a Corporation, and that the seal affixed to the foregoing instrument is the seal of said organization (if applicable) and that said instrument was signed and sealed on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year

Notary Public

6/23/2019 My Commission Expires

MATTHEW J. MALLETTE Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: June 29, 2019 Commission # 15636473

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## EXHIBIT A Legal Description of Existing Property

#### PARCEL I:

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 ROBERT'S ADDITION TO CHICAGO AFORESAID ALSO ALL OF THE VACATED ALLEY BETWEEN NORTH MILWAUKEE AVENUE AND PUBBARD STREET IN BLOCK 74 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICACO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.