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1627941001

Doc# 1627941001 Fee \$44.00

RHSP FEE:\$9.00RPRF FEE \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/05/2016 09:39 AM PG: 1 OF 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
CRE Division 6
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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

SH/Ln #291317/Deal #41646/CC 158/DAD
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 15, 2016, is made and executed between Kilbourn Cliff LLC, whose address is 1340 S Michigan Ave., Ste 104, Chicago, IL 60605 (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 November 23, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 23, 2011 for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 14, 2011 as document no. 1134804105 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 14, 2011 as document no. 1134804106.

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

UNIT NUMBERS 1A, 1B, 1C, 1D, 2B, 2C, 2D, 3A, 3C, P-2, P-3, P-4, P-5, P-6, P-7, P-10, P-11 AND P-12 IN LAWRENCE KILBOURN CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 30, 2007 AS DOCUMENT NUMBER 0730315038; TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON

Box 400

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(Continued)**

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ELEMENTS

The Real Property or its address is commonly known as 4483 W. Lawrence Ave., Chicago, IL 60630. The Real Property tax identification number is 13-15-105-046-1001, 13-15-105-046-1002, 13-15-105-046-1003, 13-15-105-046-1004, 13-15-105-046-1006, 13-15-105-046-1007, 13-15-105-046-1008, 13-15-105-046-1009, 13-15-105-046-1011, 13-15-105-046-1014, 13-15-105-046-1015, 13-15-105-046-1016, 13-15-105-046-1017, 13-15-105-046-1018, 13-15-105-046-1019, 13-15-105-046-1022, 13-15-105-046-1023, 13-15-105-046-1024.

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 August 15, 2016 in the original principal amount of \$1,000,000.00 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 amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

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.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 2016.

GRANTOR:

KILBOURN CLIFF LLC

By: [Signature]
RYAN C. LEVY, Manager of Kilbourn Cliff LLC

LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this 17 day of AUGUST, 2016 before me, the undersigned Notary Public, personally appeared RYAN C. LEVY, Manager of Kilbourn Cliff LLC, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] MONICA SOBIESKI Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires 3/4/18

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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 COUNTY OF Cook) SS
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On this 7th day of September, 2016 before me, the undersigned Notary Public, personally appeared Daniel Dowd and known to me to be the V. P., authorized agent for MB Financial Bank, N.A. 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., duly authorized by MB Financial Bank, N.A. 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..

By Deborah R. Latham Residing at 363 W. Ontario

Notary Public in and for the State of Illinois

My commission expires 9/2/18



Cook County Clerk's Office