

# UNOFFICIAL COPY



Doc# 1628017136 Fee \$46.00  
RHSP Fee:\$9.00RPF Fee \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/06/2016 03:46 PM Pg: 1 of 5

RECORDATION REQUESTED BY:  
MIDWEST COMMUNITY  
BANK  
PO BOX 689  
510 PARK CREST DRIVE  
FREEPORT, IL 61032

WHEN RECORDED MAIL TO:  
MIDWEST COMMUNITY  
BANK  
PO BOX 689  
510 PARK CREST DRIVE  
FREEPORT, IL 61032

MTA 1620163

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2016, is made and executed between 3350 N. KEDZIE, L.L.C., an Illinois Limited Liability Company, whose address is 2677 ORRINGTON AVE, EVANSTON, IL 60201 (referred to below as "Grantor") and MIDWEST COMMUNITY BANK, whose address is PO BOX 689, 510 PARK CREST DRIVE, FREEPORT, IL 61032 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 18, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Lender and Grantor have entered into a Mortgage dated June 18, 2004 and Recorded June 28, 2004 as Document 0418042386.

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

See SCHEDULE C, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3350 NORTH KEDZIE, CHICAGO, IL 60618. The Real Property tax identification number is 13-23-411-004-0000.

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

The Lender is modifying original amount of the of the original mortgage to be \$5,000,000.00.

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

Handwritten notes and signatures on the right margin, including a vertical list of initials and a signature at the bottom.

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(Continued)**

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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.

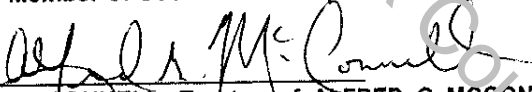
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2016.**

GRANTOR:

3350 N. KEDZIE, L.L.C.

ALFRED G MCCONNELL TRUST DATED AUGUST 5, 1993 AND  
RESTATED DECEMBER 9, 1993, NOVEMBER 12, 2001 AND NOVEMBER  
21, 2011, Sole Member of 3350 N. KEDZIE, L.L.C.

By:

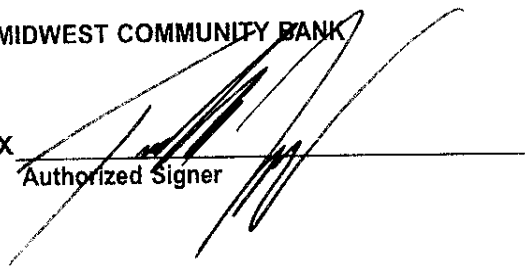
  
ALFRED G MCCONNELL, Trustee of ALFRED G MCCONNELL  
TRUST DATED AUGUST 5, 1993 AND RESTATED DECEMBER  
9, 1993, NOVEMBER 12, 2001 AND NOVEMBER 21, 2011

LENDER:

MIDWEST COMMUNITY BANK

X

Authorized Signer



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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14<sup>th</sup> day of September, 2016 before me, the undersigned Notary Public, personally appeared ALFRED G MCCONNELL, Trustee of ALFRED G MCCONNELL TRUST DATED AUGUST 5, 1993 AND RESTATED DECEMBER 9, 1993, NOVEMBER 12, 2001 AND NOVEMBER 21, 2011, Sole Member of 3350 N. KEDZIE, L.L.C., 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 Carol P. McConnell Residing at 2677 Orrington Ave.  
Evanston, IL 60201

Notary Public in and for the State of Illinois

My commission expires 6/30/19



PROPOSED COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

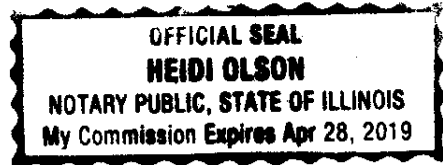
STATE OF IL )  
 ) SS  
 COUNTY OF Winnebago )

On this 19<sup>th</sup> day of September, 2016 before me, the undersigned Notary Public, personally appeared Todd Wright and known to me to be the Co-CEO, authorized agent for **MIDWEST COMMUNITY BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST COMMUNITY BANK**, duly authorized by **MIDWEST COMMUNITY 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 **MIDWEST COMMUNITY BANK**.

By Heidi Olson Residing at Winnebago Co.

Notary Public in and for the State of IL

My commission expires 4/28/19



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File Number: 160163

## EXHIBIT "A"

### LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT IN THE WEST LINE OF NORTH KEDZIE AVENUE, WHICH POINT IS 150 FEET SOUTH, MEASURED ALONG SAID WEST LINE OF NORTH KEDZIE AVENUE FROM THE POINT OF ITS INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE SOUTH ALONG SAID WEST LINE OF NORTH KEDZIE AVENUE, A DISTANCE OF 320.40 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 246.01 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 38 DEGREES 13 MINUTES TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 196.42 FEET TO A POINT WHICH IS A DISTANCE OF 400 FEET WEST, MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, FROM SAID WEST LINE OF NORTH KEDZIE AVENUE; THENCE NORTH PARALLEL WITH THE WEST LINE OF NORTH KEDZIE AVENUE, 198.90 FEET TO A POINT WHICH IS 150 FEET SOUTH, MEASURED ON A LINE PARALLEL WITH SAID WEST LINE OF NORTH KEDZIE AVENUE, FROM SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE EAST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 400 FEET TO THE PLACE OF BEGINNING.

Parcel Identification No. 13-23-411-004-0000