

UNOFFICIAL COPY

Doc#: 1630749027 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/02/2016 09:20 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

WHEN RECORDED MAIL TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

SEND TAX NOTICES TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
COMMERCIAL LOAN OPERATIONS
HINSDALE BANK & TRUST CO.
25 E. FIRST STREET
HINSDALE, IL 60521

all **G.T.I./W**

8936945



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2016, is made and executed between 4000 W. 31st Street Corp., an Illinois corporation, whose address is 3535 W. 26th St., Chicago, IL 60623 (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 18, 2014 in Cook County Recorder of Deeds as Document No. #1404926018.

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

LOTS 19 AND 20 IN BLOCK 16 IN MCMILLAN AND WETMORE'S FOURTH ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4000 West 31st Street, Chicago, IL 60623. The Real Property tax identification number is 16-27-431-035-0000 and 16-27-431-044-0000.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated September 1, 2016, in the original principal amount of \$815,740.87 from Don Chayo LLC to Lender, containing a fixed interest rate; and a Promissory Note dated August 30, 2016, in the original principal amount of \$250,000.00 from 4000 W. 31st Street Corp. to Lender, containing a variable interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements; and (2) the following paragraph is hereby added to the Mortgage:

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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.

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 1, 2016.

GRANTOR:

4000 W. 31ST STREET CORP.

By: Nasario Perez
Nasario Perez, President of 4000 W. 31st Street Corp.

By: Beatriz Perez
Beatriz Perez, Secretary of 4000 W. 31st Street Corp.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER:

HINSDALE BANK & TRUST CO.

X [Signature]
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF COOK

)
) SS
)



On this 6 day of SEPTEMBER, 2016 before me, the undersigned Notary Public, personally appeared Nasario Perez, President of 4000 W. 31st Street Corp. and Beatriz Perez, Secretary of 4000 W. 31st Street Corp., and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By ROCIO RIVERA

Residing at 1805 BLUE ISLAND AVE
CHICAGO IL 60608

Notary Public in and for the State of Illinois

My commission expires OCT. 18 2017

Property of COOK COUNTY CLERK'S Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK



On this 6th day of SEPTEMBER, 2016, before me, the undersigned Notary Public, personally appeared Robert Siegel and known to me to be the Vice President, authorized agent for **HINSDALE BANK & TRUST CO.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **HINSDALE BANK & TRUST CO.**, duly authorized by **HINSDALE BANK & TRUST CO.** 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 **HINSDALE BANK & TRUST CO.**

By ROCIO RIVERA

Residing at 1800 S. BLUE ISLAND AVE
CHICAGO IL. 60608

Notary Public in and for the State of Illinois

My commission expires 10-18-17

PROCEEDINGS OF COOK COUNTY CLERK'S OFFICE