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'Doc# 1632704008 Fee ≇50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/22/2016 09:55 AM PG:

RECORDATION REQUESTED BY: FIRST MIDWEST BANK PALOS HEIGHTS HARLEM **AVE** ONE PIERCE PLACE **SUITE 1500** ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank **Gurnee Branch** P.O. Box 9003 Gurnee, IL 60031-2502

160007121

FOR RECORDER'S USE ONLY

Chicago Title

This Modification of Mortgage prepared by FIRST MIDWEST BANK 300 NORTH HUNT CLUB ROAD GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 3, 2015, is made and executed between !KOPEDO DIXMOOR, LLC, whose address is 1411 WEST 87TH STREET, CHICAGO, IL 606204013 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE P'ZRCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 8, 2016 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED MARCH 30, 2016 AS DOCUMENT NO. 1609050003.

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

See EXHIBIT "A", 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 14635 SOUTH WESTERN AVENUE, 2316 DIXIE HIGHWAY, 2317 DIXIE HIGHWAY, 15400 EAST SIBLEY BOUELVARD, 65 JOLIET AVENUE, 14527 HOYNE AVENUE, DIXMOOR, IL 60426. The Real Property tax identification number is 29-07-138-014-0000; 29-07-138-029-0000; 29-07-138-016-0000; 29-07-138-015-0000;

29-07-138-028-0000;

29-07-138-030-0000;

29-07-138-031-0000;

29-07-138-032-0000;

29-07-138-033-0000;

29-07-138-034-0000; 29-07-138-035-0000.

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory notes or credit agreements dated March 8, 2016 in the original principal amount of \$327,000.00 and dated September 28, 2016 in the original principal amount of \$500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate

BOX 334 CTi

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MODIFICATION OF MORTGAGE

(Continued) Page 2 Loan No: 73072

on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate." and in the paragraph titled "Maximum Lien" delete the words "exceed \$981,000.00" and replace with "exceed \$2,481,000.00".

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 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 OCTOBER 3, Office 2016.

GRANTOR:

IKOPEDO DIXMOOR, LLC

AS, Manager of IKOPEDO DIXMOOR, LLC GEORGE PAPE

KONSTANTINOS MATSAS! Manager of IKOPEDO DIXMOOR.

LLC

FRANK KOPANIS, Manager of IKOPEDO DIXMOOR, LLC

LENDER:

FIRST MIDWEST BANK

Authorized Signer

A JAME AND

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(Continued) Loan No: 73072

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OFCOOK) SS)
On this	he Modification of Mortgage and acknowledged the of the corporation, by authority of its Bylaws or by oses therein mentioned, and on oath stated that he or
	To Clark's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 73072 (Continued) Page 4

CORPORATE ACKNOWLEDGMENT	
COUNTY OF day of	ed the Modification of Mortgage and acknowledged
resolution of its board of directors, for the uses and purpose she is authorized to execute this Modification and in f corporation.	es therein mentioned, and on oath stated that he or
	The Contraction of the Contracti

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 73072

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On this	CORPORATE ACKNOWLEDGMENT		
On this	rate of Illinois)	
On this) SS	
Public, personally appeared FRANK KOPANIS, Manager of IKOPEDO DIXMOOR, LLC, and known an authorized agent of the corporation that executed the Modification of Mortgage and acknown Modification to be the free and voluntary act and deed of the corporation, by authority of its B resolution of its board of directors, for the uses and purposes therein mentioned, and on oath state she is authorized to execute this Modification and in fact executed the Modification on be corporation. By March Alchard State of Alchard	OUNTY OF		
Notary Public in and for the State of My commission expires 120 120 120 120 120 120 120 120 120 120	ublic, personally appared FRANK KOPANIS, Man a authorized agent or the corporation that exec odification to be the tree and voluntary act and solution of its board of directors, for the uses an	cuted the Modification of Mortgage and acknowledged the d deed of the corporation, by authority of its Bylaws or by nd purposes therein mentioned, and on oath stated that he o	
My commission expires 120 120 20 20 20 20 20 20 20 20 20 20 20 20 2	Man Mugues	Residing at July Park	
	y commission expires SAIDT 3127 70.	OFFICIAL SEAL NANCY GRIGALIUNAS NOTARY PUBLIC - STATE OF ILLINOIS	
		C/O/A/S O/F/CO	

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MODIFICATION OF MORTGAGE

Loan No: 73072 (Continued) Page 6

LENDER ACKNOWLEDGMENT		
STATE OF Illenais)	
COUNTY OF) SS)	
, authorized agent for FIRST MIDWEST acknowledged said instrument to be the free a authorized by FIRST MIDWES? PANK through it	Residing at July Pal	
My commission expires ULASIAS YOU 27/20	OFFICIAL SEAL NANCY GRIGALIUNAS NOTARY PUBLIC - STATE OF 101S MY COMMISSION EXPIRES 10	

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EXHIBIT "A"

5. The land referred to in this Commitment is described as follows:

For APNiParcel ID(s): 29-07-138-016

PARCEL 2:

LOT 6 IN BLOCK 8 IN CHASE AND DYER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL CERIDIAN, LYING EAST OF WESTERN AVENUE AND SOUTH OF THE NORTH 10 ACRES THE COF, AND SOUTH OF THE INDIAN BOUNDARY LINE IN SAID SECTION 7, IN COOK COUNTY, ILLINOIS.

For APN/Parcel ID(s': >9-07-138-015

PARCEL 3;

LOT 7 IN BLOCK 8 IN CHASE AND DYER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING LAST OF WESTERN AVENUE AND SOUTH OF THE NORTH 10 ACRES THEREOF, AND SOUTH OF THE NOIAN BOUNDARY LINE IN SAID SECTION 7, IN COOK COUNTY, ILLINOIS.

For APN/Parcel ID(s): 29-07-138-031 and 29 07-130-029

PARCEL 4:

LOTS 29 AND 31 IN BLOCK 8 IN CHASE AND D'ER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST LINE OF THE NORTHWEST LINE OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For APN/Parcel ID(s): 29-07-138-013, 29-07-138-014, 29-07-138-032 and 29-07-138-033

PARCEL 5

LOTS 8, 9, 10 AND 11 IN BLOCK 8 IN CHASE AND DYER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL & FUDIAN, LYING EAST OF WESTERN AVENUE AND SOUTH OF THE NORTH 10 ACRES THEREOF, IN TOOK COUNTY, ILLINOIS.

For APN/Parcel ID(s): 29-07-138-028, 29-07-138-030 and

PARCEL 6

LOTS 28 AND 30 IN BLOCK 8 IN CHASE AND DYER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SOUTH OF INDIAN BOUNDARY LINE OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF WESTERN AVENUE (EXCEPT SO MUCH THEREOF LYING WITHIN THE NORTH 10 ACRES OF SOUTHWEST 1/4 NORTHWEST 1/4 OF SECTION 7). ALL IN COOK COUNTY, ILLINOIS.

For APN/Parcel ID(s): 29-07-138-034 and 29-07-138-035

PARCEL 7

LOTS 17 THROUGH 27 (EXCEPT THAT PART OF LOTS 17 THROUGH 23 DEDICATED FOR PUBLIC HIGHWAY BY INSTRUMENT RECORDED DECEMBER 16, 1922 AS DOCUMENT 7749402 AND JANUARY 9, 1923 AS DOCUMENT 77704141), INCLUSIVE IN BLOCK 8 IN CHASE AND DYER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7. TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF WESTERN AVENUE, EXCEPT SO MUCH THEREOF AS LIES WITHIN THE NORTH 10 ACRES OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, IN COOK COUNTY, ILLINOIS.