

# UNOFFICIAL COPY

INSTRUMENT PREPARED BY:

Gold Coast Bank  
1165 N. Clark St. – Suite 200  
Chicago, IL 60610

AFTER RECORDING, MAIL TO:

Gold Coast Bank  
Attn: Loan Processing Department  
1165 N. Clark St. – Suite 200  
Chicago, IL 60610



\*1701044037\*

Doc# 1701044037 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/10/2017 12:04 PM PG: 1 OF 5

## MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT ("**Agreement**") is made effectively as of January 3, 2017, by and between 5820 N Clark, LLC, an Illinois, (if more than one, each is referred to as "**Mortgagor**") and GOLD COAST BANK, an Illinois banking corporation ("**Lender**").

### RECITALS:

This Agreement is based upon the following recitals:

A. For full value received, Mortgagor and Armand Candea and Erlend Candea (if more than one, each is referred to as "**Borrower**") signed and delivered to Lender a Promissory Note dated November 24, 2015, in the original principal amount of \$4,857,000.00 (said note, together with any and all renewals, extensions, modifications and replacements thereof is called the "**Note**"), evidencing a non-revolving line of credit ("**Line of Credit**") extended by Lender to Borrower.

B. The Note is secured by a first priority Mortgage and Assignment of Rents ("**Security Documents**") dated November 24, 2015 and recorded with the Recorder's Office of Cook County, IL, as document number(s) 1532945033 and 1532945034, upon the real property legally described as follows ("**Mortgaged Premises**"):

#### PARCEL 1:

LOT 7 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING NORTH CLARK STREET AND CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED APRIL 1, 1926 AS DOCUMENT 9225037 IN BOOK 22478 PAGE 283) IN BARRETT AND GALLOWAY'S RE-SUBDIVISION OF BLOCK 7 IN BARRETT AND GALLOWAY'S RE-SUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRY TOWN AND THE NORTH 100 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALL THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTH 100 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 5 (EXCEPT THE NORTH 20 FEET THEREOF) AND LOT 6 IN BARRETT AND GALLOWAY'S RE-SUBDIVISION OF BLOCK 7 IN BARRETT AND GALLOWAY'S RE-SUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRY TOWN AND THE NORTH 100 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

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INT

2017 01 10 14 07 18 2017

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**MODIFICATION OF MORTGAGE AGREEMENT**  
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Page 2

COOK COUNTY, ILLINOIS, AND ALL THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTH 100 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-06-406-019-0000 and 14-06-406-020-0000.

COMMON ADDRESS: 5820-5826 N. Clark St., Chicago, IL 60660.

C. The Note has been modified by a Change In Terms Agreement ("**Change In Terms Agreement**") of even date herewith, between Borrower and Lender, whereby the Line of Credit is being increased by \$1,625,000.00 ("**Additional Credit**") and the principal amount of the Note is being increased from \$4,857,000.00 to \$6,480,750.00, to equal the new outstanding committed liability under the Line of Credit.

D. Mortgagor and Lender have agreed to modify the Security Documents to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

E. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Agreement and subordinate its lien to the lien of the Security Documents, as herein modified, which Consent and Subordination is attached hereto as Exhibit "B"), and that the lien of the Security Documents, as herein modified, is a valid, subsisting first lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing Recitals, the parties hereto mutually agree as follows (all capitalized terms used but not defined in this Agreement have the same meanings as assigned to them under the Security Documents):

1. The Security Documents are hereby modified to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

2. The maximum principal amount of Indebtedness secured by the Security Documents is hereby increased by the amount of the Additional Credit.

3. Except as otherwise provided in this Agreement, all other terms and conditions of the Security Documents and all other documents executed in connection therewith shall remain in full force and effect.

**Continuing Validity.** Nothing herein contained shall in any manner whatsoever impair the Security Documents and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

**Reaffirmation of Security Documents.** Mortgagor hereby ratifies, affirms, confirms and approves the Security Documents and each and every term thereof.

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## MODIFICATION OF MORTGAGE AGREEMENT (Continued)

**Release of Claims against Lender.** Except to the extent prohibited by federal or state law, Mortgagor hereby relinquishes and waives all defenses, claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loan evidenced by the Note prior to the date hereof. Mortgagor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

**Binding/Counterparts.** This Agreement will not be binding unless signed by all parties. This Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single integrated document. For purposes of negotiating and finalizing this Agreement, the signed Agreement or signature page transmitted by facsimile or email may be treated as the original Agreement or signature page and the parties' signatures on any documents transmitted by facsimile or email may be deemed original signatures.

Mortgagor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. **PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.**

**MORTGAGOR:**

5820 N. Clark, LLC

By: Armand Candea, by Erlend Candea  
Armand Candea, Manager, by Erlend Candea as his attorney-in-fact *AS ATTORNEY-IN-FACT*

By: Erlend Candea  
Erlend Candea, Manager, by Erlend

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## MODIFICATION OF MORTGAGE AGREEMENT

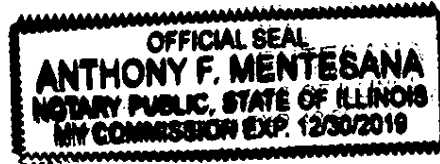
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State of Illinois )  
County of Cook ) ss.  
 )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Erlend Candea, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as Manager and attorney-in-fact for Armand Candea as Manager of 5820 N Clark LLC, appeared before me this day in person and acknowledged that he(he)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: December 29, 2016

  
\_\_\_\_\_  
Notary Public



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## MODIFICATION OF MORTGAGE AGREEMENT

(Continued)

**LENDER:**

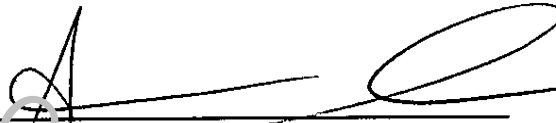
GOLD COAST BANK

By:   
Its: VP/CFD

State of Illinois )  
  ) ss.  
County of Cook     )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that John Montan known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the VP/CFD of GOLD COAST BANK, appeared before me this day in person and acknowledged that he(he)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: December 29, 2016

  
Notary Public



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