


UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
PALOS HEIGHTS HARLEM
AVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc# 1701719007 Fee \$46.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 01/17/2017 08:59 AM PG: 1 OF 5

WHEN RECORDED MAIL TO:

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

off. #3427 / br. #324
Acct. #3120 (5007-65648)

FOR RECORDER'S USE ONLY

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 5, 2015 is made and executed between AMERICAN KITCHEN DELIGHTS, INC., whose address is 15320 SOUTH COOPER AVENUE, HARVEY, IL 604262922 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 5, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 31, 2015 as Document Number 1524350025

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

See 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 15334 Cooper Avenue, Harvey, IL 604262922, 235 W. 154th Place, Harvey, IL 604263409, 15201 Dixie Highway, Harvey, IL 604262952, 15320 Cooper Avenue, Harvey, IL 604262922, 15320 Hoyne Avenue, Harvey, IL 604262920, 15331 Cooper Avenue, Harvey, IL 604262921, 15322 Hoyne Avenue, Harvey, IL 604262920, 15324 Hoyne Avenue, Harvey, IL 604262920, 15326 Hoyne Avenue, Harvey, IL 604262920, 15328 Hoyne Avenue, Harvey, IL 604262920, 15330 Hoyne Avenue, Harvey, IL 604262920, 15332 Cooper Avenue, Harvey, IL 604262922 and 15319 Cooper Avenue, Harvey, IL 604262922. The Real Property tax identification number is 29-18-112-030-0000; 29-18-112-031-0000; 29-18-112-032-0000; 29-18-112-0233-0000; 29-18-112-034-0000; 29-18-1136-007-0000; 29-18-113-011-0000; 29-18-113-012-0000; 29-18-113-013-0000; 29-18-113-014-0000; 29-18-113-015-0000; 29-18-113-016-0000; 29-18-113-040-0000 and 29-18-113-041-0000.

Handwritten signature and stamp: **SPS M S C E N T**

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MODIFICATION OF MORTGAGE

Loan No: 55648

(Continued)

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

To delete "\$8,400,000.00" from the paragraph entitled "Maximum Lien" and replace it with "\$10,050,000.00"

To delete the definition of "Note" in its entirety and replace it with the following: "Note. The word "Note" means the promissory notes or the credit agreements dated August 5, 2015, in the original principal amount of \$2,600,000.00 and dated October 5, 2016 in the original principal amount \$750,000.00, 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. Under no circumstances shall the interest rate on this Agreement be more than the maximum rate allowed by applicable law. Notice: the Note contains a variable rate of interest."

To add the following paragraph: "REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents."

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 5, 2016.

GRANTOR:

AMERICAN KITCHEN DELIGHTS, INC.

By:



SHAHNAWAZ HASAN, President/Secretary of AMERICAN KITCHEN DELIGHTS, INC.

10/05/2016

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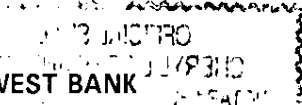
MODIFICATION OF MORTGAGE

Loan No: 55648

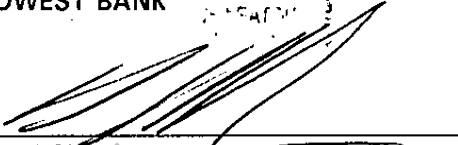
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LENDER:



 FIRST MIDWEST BANK

X 

 Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

 COUNTY OF Cook

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On this 25th day of November, 2016 before me, the undersigned Notary Public, personally appeared **SHAHNAWAZ HASAN**, *President/Secretary* of **AMERICAN KITCHEN DELIGHTS, INC.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By  Residing at Cook Forest

Notary Public in and for the State of Illinois

My commission expires 5-1-19

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MODIFICATION OF MORTGAGE

(Continued)

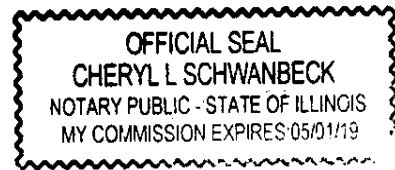
Loan No: 55648

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 25th day of November, 2016 before me, the undersigned Notary Public, personally appeared David Nozzolillo and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By [Signature] Residing at Oak Forest

Notary Public in and for the State of Illinois

My commission expires 5-1-19

Cook County Clerk's Office

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EXHIBIT "A" Legal Description

LOTS 9 AND 10 IN BLOCK 4 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 OF SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD, OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

THE WEST 7 FEET OF LOT 12 AND ALL OF LOTS 13, 14, 15, 16, 17, 18, 19 AND 20 IN BLOCK 4 IN SYNDICATE ADDITION TO HARVEY, SUBDIVISION OF LOT 1 OF SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD, OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

LOTS 11 AND 12 (EXCEPT THE WEST 7 FEET OF LOT 12) IN BLOCK 4 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 OF SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD, OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

LOTS 1 THROUGH 6, BOTH INCLUSIVE, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY WEST ADJACENT THERETO, AND LOTS 21 THROUGH 30, BOTH INCLUSIVE, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY EAST AND ADJACENT TO LOTS 25 THROUGH 30, IN BLOCK 4 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 OF SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD, OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

LOTS 21 THROUGH 30 IN BLOCK 3 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH HALF OF THE SOUTHWEST ¼ (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 7 AND 8 IN BLOCK 4 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 OF SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD, OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 OF SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD, OF THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.