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RECORDATION REQUESTED BY:

First Community Financial
Bank
Successor by merger to Burr
Ridge Bank and Trust
13901 S Bell Road
Homer Glen, IL 60491



1703019118

Doc# 1703019118 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/30/2017 03:52 PM PG: 1 OF 5

WHEN RECORDED MAIL TO:

First Community Financial
Bank
Successor by merger to Burr
Ridge Bank and Trust
13901 S Bell Road
Homer Glen, IL 60491

SEND TAX NOTICES TO:

Crestwood Commons L.L.C.
9440 Enterprise Dr.
Mokena, IL 60448

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Lindy Yacko, CSR/Loan Processor 44-11355
First Community Financial Bank
13901 S Bell Road
Homer Glen, IL 60491

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 19, 2016, is made and executed between Crestwood Commons L.L.C., an Illinois Limited Liability Company (referred to below as "Grantor") and First Community Financial Bank, whose address is 13901 S Bell Road, Homer Glen, IL 60491 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 16, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 01, 2012 as Document No. 1215312049 in the Recorder's Office of Cook County, Illinois.

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

PARCEL 1:

LOTS 17, 18, 19; AND, LOT 20 (EXCEPT THE SOUTH 20.00 FEET THEREOF); ALSO, THE NORTHWESTERLY 20.00 FEET OF LOT 11 (EXCEPT THE NORTHEASTERLY 150.00 FEET THEREOF); LOT 12 (EXCEPT THE NORTHEASTERLY 150.00 FEET THEREOF); AND, LOT 13 (EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE WESTERLY CORNER OF LOT 13; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 49.44 FEET; THENCE EAST, A DISTANCE OF 53.92 FEET TO A POINT IN THE EASTERLY LINE OF LOT 13, SAID POINT BEING 150.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 13; THENCE 150.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 13; THENCE NORTHWESTERLY, A DISTANCE OF 85.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 13; THENCE SOUTHWESTERLY, A DISTANCE OF 153.97 FEET TO THE POINT OF BEGINNING), ALL IN MATHIEU'S SUBDIVISION OF PART OF THE NORTHWEST

S 4
P 5
G M
M M
805
E 4
INT
9/11

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MODIFICATION OF MORTGAGE (Continued)

1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN IN CONDEMNATION PROCEEDINGS HAD IN CASE NO. 74L3151), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF EASEMENT DATED NOVEMBER 7, 1994 AND RECORDED DECEMBER 29, 1994 AS DOCUMENT 04081664 AND REFERRED TO IN MEMORANDUM OF LEASE RECORDED DECEMBER 29, 1994 AS DOCUMENT 04081665 OVER, ALONG AND THROUGH THE FOLLOWING DESCRIBED LAND: LOTS 14 AND 16 IN MATHIEU'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1947 AS DOCUMENT 14173824, IN COOK COUNTY, ILLINOIS; AND, LOT 15 IN MATHIEU'S SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 22, 1947 AS DOCUMENT 14173824, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS: LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 15, (SAID NORTHEASTERLY LINE BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF CALUMET-SAG ROAD (IL ROUTE 83), AS NOW LAID OUT AND OCCUPIED ON JUNE 22, 1976), A DISTANCE OF 141.99 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER THEREOF TO A POINT ON THE EAST RIGHT OF WAY LINE OF CICERO AVENUE, SAID EAST RIGHT OF WAY LINE OF CICERO AVENUE, BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, AS RECORDED APRIL 16, 1934 AS DOCUMENT 11386184, SAID LINE BEING 30.00 FEET IN LENGTH AND SAID POINT BEING 150.53 FEET NORTH OF THE SOUTH LINE OF SAID LOT 15, AS MEASURED ALONG SAID PARALLEL LINE; ALSO EXCEPT ALL THAT PART OF SAID LOT 15, LYING WEST OF SAID PARALLEL LINE 50.00 FEET EAST OF SAID WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 13211-13229 Cicero Ave., Crestwood, IL 60445. The Real Property tax identification number is 24-34-304-017-0000; 24-34-304-018-0000; 24-34-304-019-0000; 24-34-304-024-0000; and 24-34-304-030-0000.

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

1) That the above referenced Mortgage now secures a Promissory Note dated December 19, 2016 in the original principal amount of \$1,405,794.52 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note(s); 2) At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the amount of \$2,811,589.04; 3) The word Lender means First Community Financial Bank, successor by merger to Burr Ridge Bank and Trust, its successors and/or assigns; and 4) To include the following language:

CROSS-COLLATERALIZATION. In addition the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or 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.

All other terms and conditions remain the same.

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

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MODIFICATION OF MORTGAGE
(Continued)

Page 3

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 DECEMBER 19, 2016.

GRANTOR:

CRESTWOOD COMMONS L.L.C.

By:

Michael H. Rose
 Michael H. Rose, Manager of Crestwood Commons L.L.C.

LENDER:

FIRST COMMUNITY FINANCIAL BANK

X

[Signature]
 Authorized Officer

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 19th day of December, 2016 before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of Crestwood Commons 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 *[Signature]* Residing at 904 Argyle Ave.
Flossmoor, IL 60422
 Notary Public in and for the State of Illinois

My commission expires 3/5/18

NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Will)

On this 19th day of December, 2016 before me, the undersigned Notary Public, personally appeared Barey Gandy and known to me to be the SVP, authorized agent for **First Community Financial Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Financial Bank**, duly authorized by **First Community Financial 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 Community Financial Bank**.

By [Signature] Residing at [Address]

Notary Public in and for the State of IL

My commission expires 8-8-18

