UNOFFICIAL COPY



i_{Doc#} 1710049452 Fee \$48.00

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

KAREH A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/10/2017 03:51 PM PG: 1 OF 6

P7040717-

MODIFICATION OF PROMISSORY NOTE & MORTGAGE

This modification of Promissory Note and Mortgage ("Agreement") is entered into as of the 27th day of March, 2017, by and between Park Ridge Community Bank ("Lender") and 857 Wrightwood Ltd., an Ill.nois Corporation; and Denis Bremel (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of One Million Two Hundred Thousand and 00/100ths Dollars (\$1,200,000.00), (the "Loan") as evidenced by a Promissory Note dated October 13, 2016 as amended from time to time, (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated October 13, 2016 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 1629518046 and 1629518047 respectively (the "Collateral Document(s)"). The real estate related Collateral Document(s) cover the following described premises:

LOT 29 IN BLOCK 1 IN LILL AND DIBERSEY'S SUBDIVISION OF BLOCK 15 IN THE CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO'S.

COMMON ADDRESS: 857 W. WRIGHTWOOD AVE., CHICAGO, IL 60614

PERMANENT TAX NUMBER: 14-29-416-016-0000

WHEREAS, the Borrower has requested, and Lender has agreed to an increase of the loan amount from \$1,200,000.00 to \$1,245,000.00 of the aforesaid Loan, and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the Note and Collateral Document(s) as follows:

UNDEFICIAL COPY OF THE MORE GAGE

- 1. The Recitals set forth above are fully incorporated by reference herein.
- 2. The unpaid principal balance of the Note as of March 27, 2017 is currently One Million Two Hundred Thousand and 00/100ths Dollars (\$1,200,000.00).
- 3. An additional Forty Five Thousand and 00/100ths Dollars (\$45,000.00) is being advanced under the terms and conditions of the Loan. This will result in a new principal balance of (\$1,245,000.00).
- 4. The definition of the "Note" in the Collateral Document(s) is amended by deleting "One Million Two Hundred Thousand and 00/100ths Dollars" and substituting "One Million Two Hundred Forty Five Thousand and 00/100ths Dollars".
- 5. The maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased to \$1,245,000.00.
- 6. Borrower also grant. Lender a security interest in any deposit accounts that Borrower (or any of them) have now or in the future with Lender. If a regular payment on the Note is not received within 10 days after the "Payment Due Date" shown on your periodic statement or as stated in the Note it is deemed delinquent and, Borrower acknowledges that Lender may withdraw funds from any of Borrower's deposit accounts to pay a delinquent Regular Payment. However, Lender has no obligation to use funds in Borrower's deposit accounts to pay a delinquent Regular Payment, and if Lender does not use funds in Borrower's deposit accounts to pay a delinquent Regular Payment, Lender can enforce any of the "Lender's Rights" set forth in the Note or Collateral Documents.
- 7. Borrower further agrees to pay any and all costs including reasonable attorney's fees which have been paid or incurred or may in the future be paid or incurred, by or on behalf of the Lender, in connection with the Lean or any lawsuit, arbitration or matter of any kind involving Borrower and to which Lender is made a party, all of which costs shall be secured by any and all property that secures repayment of the Note.
- 8. No Borrower, without Lender's prior written consent, shall in any manner transfer, sell, convey, assign or dispose of, a material portion of such Borrower's assets (based upon the assets owned by Borrower as disclosed in the most recent financial statement provided to Lender prior to closing of the loan evidenced by the Note).
- A default under any agreement delivered to Lender which relates to the indebtedness evidenced by the Note shall constitute an event of default under the Note.

10. All loans from Lender to Borrower will be cross-defaulted. Cross-defaulted means that a default in the terms of any note, security agreement, mortgage, or other agreement from any Borrower to Lender shall constitute a default of each loan, note, security agreement, mortgage and other agreement between Borrower and each of them and Lender.

All other terms and conditions of the Note, the aforesaid Collateral Document(s), and other documents executed pursuant to the Loan, are hereby incorporated by reference and in all respects, except as hereby modified, shall remain unchanged and continue in full force and effect.

Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document(s) or any other Loan document, nor has there been an event, which if continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note, the Collateral Document(s), or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have ligned, sealed and delivered this -10/4'S OFFICO Agreement as of the 27th day of March, 2017.

BORROWER:

857 Wrightwood Ltd., an Illinois Corporation

Denis Bremel, President of 857 Wrightwood

Ltd., an Illinois Corporation

Denis Bremel, Individually

GRANTOR:

857 Wrightwood Ltd., an Illinois Corporation

Denis Bremel, President of 857 Wrightwood

Ltd., an Illinois Corporation

UNDEFICATION OF PROMISSON NOTES MORTGAGE

PARK RIDGE COMMUNITY BANK
Geraldine Cooper, Vice President
Attest: Sam Carter, Assistant Vice President
INDIVIDUAL ACKNOWLEDGMENT (STATE OF ILLINO!S)
COUNTY OF COOK)
in the State aforesaid, DO HERZBY CERTIFY that <u>Denis Bremel</u> , is personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in reason and acknowledged that he/she/they signed,
sealed and delivered the said instrume it as his/hers/their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notary Seal this 27" day of March, 2017.
By: Int I logic Residing at Man Redge
Notary Public in and for the State of
My commission expires 06 06 2020 OFFICIAL SEAL TIMOTHY J COYNE

1710049452 Page: 5 of 6

UNDEFECTION OF PROMISSON NOTES MORTGAGE

CORPORATE ACKNOWLEDGMENT

(STATE OF ILLINOIS)

) SS.

COUNTY OF COOK

On this 27th day of March, 2017, before me, the undersigned Notary Public, personally appeared Denis Bremel, President of 857 Wrightwood Ltd., an Illinois Corporation and known to me to be (an) authorized agent(s) of the corporation that executed the foregoing instrument and acknowledged the said instrument 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 said instrument and in fact executed it on behalf of the corporation.

By: Int / Cogne

Residing at

Notary Public in and for the State of _______

My commission expires <u>06 06 6020</u>

OFFICIAL SEAL
TIMOTHY J COYNE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/06/20

1710049452 Page: 6 of 6

UNDEFICIAL COPY

BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that <u>Geraldine Cooper</u>, personally known to me to be the <u>Vice President</u> of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and <u>Sam Carter</u>, personally known to me to be the <u>Assistant Vice President</u> of said banking corporation, and personally known to me to be the same persons whose names are substribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seai inis 27th day of March, 20:	17.
By: Int I lyne Residing at Paul U	1
Notary Public in and for the State of	OFFICIAL SEAL
My commission expires 06 06 do do do	TIMOTHY J COYNE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/06/20
Tit 16gra	7,6
Notary Public	0/50

This document prepared by Sam Carter, Assistant Vice President of Fark Ridge Community Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL. 60068

MAIL TO: PARK RIDGE COMMUNITY BANK, 626 TALCOTT ROAD, P.O. BOX 829 PARK RIDGE, ILLINOIS 60068