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RECORDATION REQUESTED BY:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604



1710122034

WHEN RECORDED MAIL TO:

WINTRUST BANK
7800 LINCOLN AVENUE
SKOKIE, IL 60077

Doc# 1710122034 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/11/2017 11:32 AM PG: 1 OF 5

This Modification of Mortgage prepared by:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

17100-62

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 27, 2017, is made and executed between Blue Chair Capital, LLC, whose address is 934 Linden Avenue Wilmette, IL 60091 (referred to below as "Grantor") and WINTRUST BANK, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on April 30, 2012 in the office of the Cook County Recorder as Document No. 1212146008.

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

LOT 16 IN BLOCK 15 IN COTTAGE GROVE HEIGHTS, BEING A SUBDIVISION OF PARTS OF THE NORTH 1/2 OF SECTIONS 10 AND 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9845 S. Greenwood Avenue, Chicago, IL 60628. The Real Property tax identification number is 25-11-124-016-0000.

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

RECITALS:

A. Wintrust Bank formerly known as North Shore Community Bank & Trust Company (the "Lender") made a loan (the "Loan") to Borrower in the principal amount of \$65,000.00, as evidenced by a Promissory Note dated March 27, 2012, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Note").

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 9845 S. Greenwood Avenue, Chicago, IL 60628 (the "Property"), (ii) that certain Assignment of Rents dated March 27, 2012, recorded on April 30, 2012 in the office of the Cook County Recorder as Document No. 1212146009 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as

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MODIFICATION OF MORTGAGE (Continued)

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amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$60,681.33.

D. The Note matured on March 27, 2017. The Borrower has requested that Lender extend the maturity date of the Note until March 27, 2022 and Lender is willing to extend the maturity date until March 27, 2022, on the terms and conditions set forth hereinafter.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrowers' agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

(a) The Maturity Date for the Loan is hereby amended and extended from March 27, 2017 to March 27, 2022. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean March 27, 2022.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. Renewal Note. Contemporaneously with the execution of this Agreement a Promissory Note of even date herewith shall be executed by Borrower (the "1st Renewal Note") in the principal amount of \$61,288.15, having a maturity date of March 27, 2022. The 1st Renewal Note shall restate and replace the Note and is not a repayment or novation of the Note. All references in any and all Loan Documents to the "Note" shall now include the 1st Renewal Note. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the 1st Renewal Note. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall include the 1st Renewal Note.

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.

FUNDS FOR PROPERTY TAXES. Borrower shall pay to Lender, at the times provided in said Note for payment of installments of principal and interest, and in addition thereto, installments for taxes and assessments to be levied upon the premises, said installments to be amended from time to time and to be in such amount as will assure to Lender that not less than (30) days before the time when such taxes become due, Borrower will have paid to Lender a sufficient amount to pay such taxes in full. Said amounts paid to Lender hereunder need not

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(Continued)**

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be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Lender as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes and assessments when the same become due and payable; provided, however, that Lender shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Borrower to pay taxes as above provided. In the event of any default by Borrower, Lender may, at its option but without any obligation on its part to do so, apply said amount upon said taxes and assessments, and/or toward the payment of any amounts payable by Borrower to Lender under the Mortgage and/or toward the payment of the indebtedness secured by any portion thereof, whether or not then due or payable.

CROSS COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, as well as all claims by Lender against 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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 27, 2017.

GRANTOR:

BLUE CHAIR CAPITAL, LLC

By: 

Michael C. M. Boyer, Manager of Blue Chair Capital, LLC

LENDER:

WINTRUST BANK

x 

Authorized Signer

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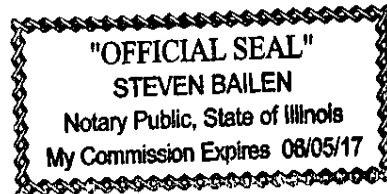
MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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On this 30th day of March, 2017 before me, the undersigned Notary Public, personally appeared **Michael C. M. Boyer, Manager of Blue Chair Capital, LLC**, 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 Steve Bailen Residing at 65117 / 1720 125th St Wilmette IL 60091
 Notary Public in and for the State of IL
 My commission expires 6/5/17

Cook County Clerk's Office

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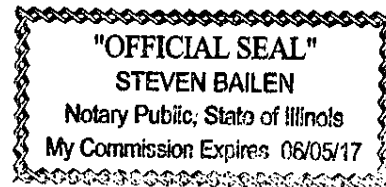
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this 20th day of March, 2017 before me, the undersigned Notary Public, personally appeared Cindy Rawlins and known to me to be the VP, authorized agent for **WINTRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WINTRUST BANK**, duly authorized by **WINTRUST 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 **WINTRUST BANK**.

By Steve Bailen Residing at wimeler

Notary Public in and for the State of Cook

My commission expires 6/5/17

OFFICE OF COOK COUNTY CLERK'S OFFICE