

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Community Financial  
Bank  
Naperville Branch  
24 W. Gartner Road  
Naperville, IL 60540



Doc# 1713604037 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/16/2017 10:07 AM PG: 1 OF 4

**WHEN RECORDED MAIL TO:**

First Community Financial  
Bank  
Naperville Branch  
24 W. Gartner Road  
Naperville, IL 60540

**SEND TAX NOTICES TO:**

The Evanston Icehouse LLC  
900 Chicago Avenue #105  
Evanston, IL 60202

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Diane E. Kirschling, CSR/Loan Processor #5-3629  
First Community Financial Bank  
24 W. Gartner Road  
Naperville, IL 60540

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 27, 2017, is made and executed between The Evanston Icehouse LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and First Community Financial Bank, whose address is 24 W. Gartner Road, Naperville, IL 60540 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 10, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 21, 2015 as Document No. 1526442005 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:

Lots 8, 9 and 10 in Block 8 in Keeney and Rinn's Addition to Evanston in Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 609 South Boulevard, Evanston, IL 60202. The Real Property tax identification number is 11-19-412-023-0000.

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

That the above referenced Mortgage now secures a Promissory Note dated April 27, 2017 in the original principal amount of \$1,500,000.00 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);

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BOX 333 CTI

15NW 7116851CS

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(Continued)**

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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 \$1,500,000.00

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 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 APRIL 27, 2017.**

**GRANTOR:**

**THE EVANSTON ICEHOUSE LLC**

By: 

Jeffrey M. Scales, Manager of The Evanston Icehouse LLC

**LENDER:**

**FIRST COMMUNITY FINANCIAL BANK**

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Authorized Officer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Missouri )  
 ) SS  
 COUNTY OF St. Louis City )

On this 27<sup>th</sup> day of April, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **Jeffrey M. Scales, Manager of The Evanston Icehouse 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 \_\_\_\_\_ Residing at 815 Olive St. Louis Mo 63101

Notary Public in and for the State of Missouri

My commission expires 12/9/19



TONDA MACLIN  
 My Commission Expires  
 December 9, 2019  
 St. Louis City  
 Commission #11402022

Notary of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Madison

)  
) SS  
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On this 27<sup>th</sup> day of April, 2017 before me, the undersigned Notary Public, personally appeared Nicolas Hoytz and known to me to be the Vice President, 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 Diane E. Kirschling Residing at Oak Forest, IL

Notary Public in and for the State of Illinois

My commission expires 10.6.2020

Madison County Clerk's Office