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Doc#. 1720557026 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/24/2017 08:44 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Tri City National Bank
Kenosha
5901 Washington Road
Kenosha, WI 53144

WHEN RECORDED MAIL TO:

Tri City National Bank
Loan Services
10909 West Greenfield
Avenue, Suite 100
West Allis, WI 53214

SEND TAX NOTICES TO:

Tri City National Bank
Loan Services
10909 West Greenfield
Avenue, Suite 100
West Allis, WI 53214

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Linda A. Ingrelli for Tri City National Bank
Tri City National Bank
10909 W. Greenfield Ave., Suite 100
West Allis, WI 53214



CT17NN7127342N5
NK DL

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 11, 2017, is made and executed between SHG 2120 ARLINGTON HEIGHTS LLC (referred to below as "Grantor") and Tri City National Bank, whose address is 5901 Washington Road, Kenosha, WI 53144 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 30, 2017 as Document No. 1718115145.

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

THIS IS A PURCHASE MONEY MORTGAGE AS TO BOTH PARCEL 1 AND PARCEL 2

PARCEL 1:

THAT PART OF LOT 7 IN SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTIONS 9, 15 AND 16, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF ARLINGTON HEIGHTS ROAD (BEING THE EAST LINE OF SAID LOT 7) THAT IS 350.00 FEET SOUTHERLY, AS MEASURED ALONG SAID CENTERLINE OF ROAD OF THE NORTH LINE OF SAID LOT 7; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 7, AS DISTANCE OF 441.27 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF SAID ROAD, A DISTANCE OF 150.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 441.27 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE, A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING,

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

(EXCEPT THAT PART TAKEN BY PLAT OF DEDICATION REGISTERED AS 3786152) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 7 IN SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTIONS 9, 15 AND 16 ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF ARLINGTON HEIGHTS ROAD (BEING THE EAST LINE OF SAID LOT 7) THAT IS 500.00 FEET SOUTHERLY, AS MEASURED ALONG SAID CENTERLINE OF ROAD OF THE NORTH LINE OF SAID LOT 7; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 441.27 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF SAID ROAD, A DISTANCE OF 100.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 441.27 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART TAKEN BY PLAT OF DEDICATION REGISTERED AS 3786152) IN COOK COUNTY, ILLINOIS. EXCEPTING FROM PARCELS 1 AND 2 DESCRIBED ABOVE THE FOLLOWING DESCRIBED PROPERTY CONVEYED BY DEED DATED JANUARY 29, 1993, RECORDED SEPTEMBER 14, 1993 AS DOCUMENT 93733440 FROM M.B.C. INCORPORATED, A WISCONSIN CORPORATION TO THE PEOPLE OF STATE OF ILLINOIS, FOR THE USE OF BENEFIT OF THE DEPARTMENT OF TRANSPORTATION, MORE PARTICULARLY DESCRIBED AS FOLLOWS THAT PART OF LOT 7 IN SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1899 AS DOCUMENT 2826756, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE ON AN ASSUMED BEARING OF SOUTH 07 DEGREES, 13 MINUTES, 20 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 7, BEING ALSO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, BEING ALSO THE GRANTOR'S NORTH PROPERTY LINE; THENCE CONTINUING SOUTH 07 DEGREES, 13 MINUTES, 20 SECONDS WEST ALONG THE SAID EASTERLY LINE OF LOT 7, A DISTANCE OF 250.00 FEET TO THE GRANTOR'S SOUTH PROPERTY LINE; THENCE SOUTH 88 DEGREES, 05 MINUTES, 19 SECONDS WEST ALONG THE SAID SOUTH PROPERTY LINE, SAID LINE BEING PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 54.72 FEET; THENCE NORTH 09 DEGREES, 42 MINUTES, 24 SECONDS EAST, A DISTANCE OF 51.29 FEET; THENCE NORTH 07 DEGREES, 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 199.02 FEET TO THE GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 99 DEGREES, 05 MINUTES, 19 SECONDS EAST ALONG THE SAID NORTH PROPERTY LINE, SAID LINE BEING PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 53.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as Parcel 1: 2124 South Arlington Heights Road, Arlington Heights, IL and Parcel 2: 2120 South Arlington Heights Road, Arlington Heights, IL 60005. The Real Property tax identification number is Parcel 1: 08-16-200-035-0000 and Parcel 2: 08-16-200-109-0000.

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

1. Limits on Cross-Collateralization. For so long as there is an outstanding balance on Borrower's 504 loan with the CDC and SBA Lender agrees that the Property will only secure the Note and the Property will not be used as security for any other financing provided by Lender to Borrower that purports to be in a superior position to that of the CDC Lien, unless authorized in writing by CDC and SBA.

2. Limits on Cross-Default. For so long as there is an outstanding balance on Borrower's 504 loan with the CDC and SBA Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents related to Lender's loan evidenced by the Note which would allow Lender to make demand on the loan prior to maturity unless the loan is in material default.

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)

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 JULY 11, 2017.

GRANTOR:

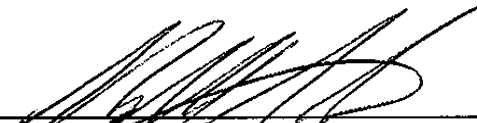
SHG 2120 ARLINGTON HEIGHTS LLC

By: 

 Parth Shaha, Member and Manager of SHG 2120 ARLINGTON
 HEIGHTS LLC

LENDER:

TRI CITY NATIONAL BANK

X 

 Matthew D. Monroe, Assistant Vice President

Property of Cook County Clerk's Office


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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 21 day of July, 2017 before me, the undersigned Notary Public, personally appeared **Parth Shaha, Member and Manager of SHG 2120 ARLINGTON HEIGHTS 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 Cook Co.

Notary Public in and for the State of Illinois

My commission expires 9/16/17



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Wisconsin)

) SS

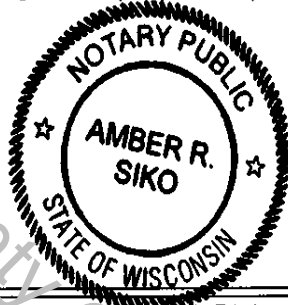
COUNTY OF Kenosha)

On this 11th day of July, 2017 before me, the undersigned Notary Public, personally appeared **Matthew D. Monroe** and known to me to be the **Assistant Vice President**, authorized agent for **Tri City National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Tri City National Bank**, duly authorized by **Tri City National 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 **Tri City National Bank**.

By Amber R Siko Residing at Kenosha, WI

Notary Public in and for the State of WI

My commission expires 8.14.2020



Cook County Clerk's Office