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Joc# 1724806072 Fee \$42,00

HSP FEE: \$9.00 RPRF FEE: \$1.00

(AREN A. YARBROUGH

100K COUNTY RECORDER OF DEEDS

)ATE: 09/05/2017 02:55 PM PG: 1 OF 3

PREPARED BY AND, UPON RECORDING, MAIL TO: Karyn R. Vanderwarren

120 E. Ogden Avenue, Suite 124 Hinsdale, Illinois 60521

PREMISES:

2458 W. Grenshaw Street Chicago, Illinois 69603 PIN: 16-13-426-021-9000

MORTGAGE MCDIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made this 28th day of August, 2017, by and between BELLA PREMIER CORP., an Illinois corporation ("Mortgagor" or "Borrower"), with a business add ess of 4801 S. Lamon Avenue, Chicago, Illinois 60638, and BELCORP FINANCIAL SERVICES, INC., an Illinois corporation ("Lender") with a business address of 120 E. Ogden Avenue Suite 124, Hinsdale, Illinois 60521.

- 1. Mortgage. Borrower executed a mortgage dated November 5, 2015, and recorded on January 15, 2016, as Document No. 1601534045 in the Cook County Recorder's Office. Said Mortgage secures Borrower's obligations under a Promissory Note, Business Loan Agreement and related documents, all of even date with the mortgage ("Loan Document") for a loan amount of \$165,000.00.
- 2. <u>Mortgage Modification Agreement.</u> Borrower executed a mortgage rao lification agreement dated February 22, 2017 and recorded on February 24, 2017 as Document No. 1705513048 in the Cook County Recorder's Office. Said Mortgage Modification Agreement increased the amount due under the mortgage from \$165,000.00 to \$187,000.00 and extended the maturity date of the loan.

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3. <u>Legal Description of Property</u>. The legal description of the property covered by the Mortgage is as follows:

LOT 3 IN THE SUBDIVISION OF LOTS 31, 32 AND 33 IN S.W. RAWSON'S SUBDIVISION OF BLOCK 3 OF S.W. RAWSON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2458 W. Grenshaw Street, Chicago, Illinois 60603

PIN: 16-13-426-021-0000

4. <u>Modification</u>. Lender and Grantor hereby modify the Mortgage as follows:

The terms of the Business Loan Agreement, Promissory Note, and related documents secured by the Mortgage have been modified by a Third Amendment to Promissory Note and Business Loan Agreement dated August 28, 2017 ("Third Amendment"). The terms of the Third Amendment provided that Lender world advance an additional \$60,000.00 to Borrower. Therefore, Borrower agrees that the mortgage is hereby modified to provide that the principal maximum amount under the Promissory Note is \$247,000.00 and that the amount of \$187,000.00 shall be stricken.

5. 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 Agreement 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 Agreement shall be construed as a satisfaction of amounts due under the Note or any other credit agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers of the Note, including accommodation parties, unless expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement. If any person who signed the original Mortgage does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE MODIFICATION AGREEMENT AND MORTGAGOR AGREES TO ITS TERMS.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement is executed and effective as of the date first set forth above.

MORTGAGOR:

BELLA PREMIER COR

o. President

STATE OF ILLINOIS

COUNTY OF DU PAGE

I, the undersigned, a Notary Fubic, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Emanuel Franco, personally known to me to be the President of Bella Premier Corp., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, at peared before me this day in person and acknowledged that as such President he signed and delivered the said instrument pursuant to authority, given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act of the Corporation.

Given under my hand and official seal this 28th day of August, 2017.

OFFICIAL SEAL DARLENE A: ANDRESEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES APRIL 9, 2020