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RECORDATION REQUESTED BY:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462



1725622009

Doc# 1725622009 Fee \$44.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/13/2017 10:14 AM PG: 1 OF 4

This Modification of Mortgage and Assignment of Rents prepared by:

Credit Administration Department
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated August 21, 2017, is made and executed between Standard Bank and Trust Company, not personally but as Trustee under the Agreement dated July 25, 2003 and known as Trust No. 17821, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE AND ASSIGNMENT OF RENTS. Lender and Grantor have entered into a Mortgage and Assignment of Rents, both dated January 25, 2013 (the "Mortgage" and "Assignment of Rents") which have been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded in the office of the Cook County Recorder of Deeds on January 30, 2013 as Document #1303018014 (the "Mortgage");

Assignment of Rents recorded in the office of the Cook County Recorder of Deeds on January 30, 2013 as Document #1303018015 (the "Assignment of Rents:).

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

Units A & B together with their undivided percentage interest in the common elements in Crestwood Industrial Condominium No. 2, as delineated and defined in the Declaration recorded as Document Number 96018722, in the Northwest quarter of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 13740-50 S. Kenton Avenue, Units A & B, Crestwood, IL 60445. The Real Property tax identification number is 28-03-100-136-1001 and 28-03-100-136-1002.

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

1. **MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage and Assignment of Rents, not including sums advanced to protect the security of the Mortgage and Assignment of Rents, exceed \$3,300,000.00.

2. The Mortgage and Assignment of Rents, as modified by this Modification secures the increase of the Promissory Note referenced in the Mortgage and the Assignment of Rents from \$1,500,000.00 to \$1,650,000.00 and is evidenced by that certain Promissory Note dated August 21, 2017 in the amount of \$1,650,000.00 from Borrower to Lender (the "Note"), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or Change In Terms Agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 4.25% based on a year of 360 days. Payments on the Note are to be made in accordance with the repayment schedule as specified in the Note or Change In Terms Agreement. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on the Mortgage be less than 4.75% or more than the maximum rate allowed by applicable law.

PRESERVATION OF RIGHTS. Nothing in this Modification or the negotiations and discussions relating hereto is intended to release or discharge Borrower, Grantor or any guarantors from any of the obligations under the Loan Documents, or any other documents executed in connection with the loan.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents 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 and Assignment of Rents as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage and or the Assignment of Rents. It is the intention of Lender to retain as liable all parties to the Mortgage and Assignment of Rents 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 and Assignment of Rents 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.

NO NOVATION. The Modification is not intended to be, and shall not constitute, a release or discharge of any of the Loan Documents or a novation thereof.

CONDITIONS PRECEDENT. It shall be a condition precedent to the effect of this Modification that Lender shall obtain a date down endorsement of any existing loan policy of title insurance (the "Endorsement") with respect to the Mortgage and the Assignment of Rents in form and content reasonable acceptable to Lender insuring continuing validity, enforceability and priority of the Mortgage and Assignment of Rents as modified, subject only to those defects, liens and encumbrances set forth in such policy and Borrower shall pay (i) the costs to obtain the Endorsement and record this Modification and (ii) Lender's reasonable attorneys' fees and costs in connection with this Modification and Grantor's assumption of the Loan, and otherwise satisfy the requirements of Lender relating to the assumption and medication of the Loan.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS IS DATED AUGUST 21, 2017.

GRANTOR:

STANDARD BANK AND TRUST COMPANY AS TRUSTEE UNDER THE AGREEMENT DATED JULY 25, 2003 AND KNOWN AS TRUST NO. 17821

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-25-2003 and known as Trust No. 17821.

By: [Signature]
Trust Officer

This instrument is signed, sealed and delivered by FIRST MIDWEST BANK, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said FIRST MIDWEST BANK only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property of assets in the possession of said FIRST MIDWEST BANK as Trustee as aforesaid, and the said FIRST MIDWEST BANK does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall FIRST MIDWEST BANK, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

LENDER:

MARQUETTE BANK
[Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF IL

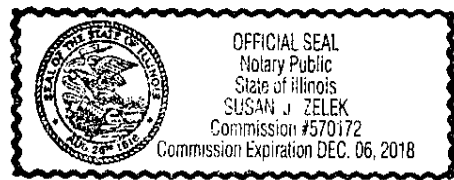
COUNTY OF COOK

On this 30th day of AUGUST, 2017 before me, the undersigned Notary Public, personally appeared Trust Officer, HEATHER BAUER of Standard Bank and Trust Company, Trustee of Standard Bank and Trust Company as Trustee under the Agreement dated July 25, 2003 and known as Trust No. 17821, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and Assignment of Rents and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By [Signature]
Notary Public in and for the State of IL

Residing at 7800 W. 95th ST. Hickory Hills

My commission expires 12/6/18



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LENDER ACKNOWLEDGMENT

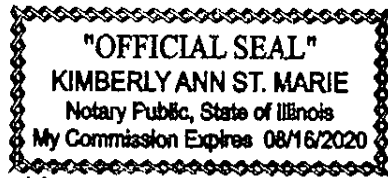
STATE OF Illinois)

COUNTY OF Cook)

On this 1st day of September, 2017 before me, the undersigned Notary Public, personally appeared MARC WOJCIK and known to me to be the 1st Vice President, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By [Signature]
Notary Public in and for the State of Illinois
My commission expires 8/16/2020

Residing at Oak Forest



Cook County Clerk's Office