

# UNOFFICIAL COPY



Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
MAC D4003-01E  
801 W. 4th Street  
Winston-Salem, North Carolina 27101-2501  
Attention: Wealth Custom Credit  
AU # 02629  
Customer # 0264320762  
Prepared by: Dickinson Wright, PLLC

Doc# 1801845030 Fee \$46.00  
RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 01/18/2018 10:43 AM PG: 1 OF 5

Address of Premises: 8701 S. Cicero Avenue, Hometown, Illinois 60456  
Permanent Index Number(s): 24-03-133-001-0000, 24-03-133-019-0000  
(CIT, 1st Fl, 881541, CSJasko)

## **CORRECTIVE FIRST MODIFICATION TO AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES**

THIS MODIFICATION (this "Modification") is entered into as of December 12, 2017, by and between CHI-WAL INVESTMENTS, L.L.C., an Arizona limited liability company ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

### RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment of Rents and Leases dated December 12, 2011 and recorded January 5, 2012 as document 1200522041 made by Mortgagor to Bank, as amended and restated by that certain Amended and Restated Mortgage and Assignment of Rents and Leases dated as of April 10, 2017 and recorded April 24, 2017 as document 1711434069 made by Mortgagor to Mortgagee ("Mortgage").

B. The obligations secured by the Mortgage have been modified, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of December 12, 2017, executed by Mortgagor and payable to Mortgagee or its order on or before October 5, 2020, in the principal amount of One Million Nine Hundred Fifteen Thousand Eight Hundred Sixty-Four and No/100 Dollars (\$1,915,864.00) (which promissory note represents the refinancing of that certain promissory note dated as of April 10, 2017, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

**(This document is being recorded to amend document no. 1801634073 recorded 1/16/2018 to correct the date in Paragraph 1)**

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3. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

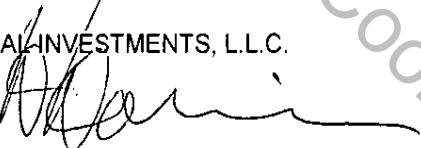
MORTGAGEE:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Name: Richard W. Morik  
Title: Senior Vice President

MORTGAGOR:

CHI-WAI INVESTMENTS, L.L.C.

By:   
David Dorin,  
Manager

Property of Cook County Clerk's Office

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## ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
 ) ss.  
 COUNTY OF Los Angeles }

On 12-29, 2017, before me, Marisol Saravia Jimenez (insert name and title of the officer), a notary public, personally appeared David Dorin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Marisol Saravia Jimenez*

(Seal)



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## ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
 } ss.  
 COUNTY OF }

On January 2, <sup>18<sup>am</sup></sup>2017, before me, Jessica Martinez (insert name and title of the officer), a notary public, personally appeared Richard W. Motika, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/le/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jessica Martinez

(Seal)



**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY****LEGAL DESCRIPTION:****PARCEL 1:**

THAT PART OF LOTS 1651 AND 1652 AND THE 20-FOOT VACATED ALLEY LYING BETWEEN SAID LOTS IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 10, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 11, 1954 AS LR1528599 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1652; THENCE NORTH 89 DEGREES, 49 MINUTES, 44 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1652, A DISTANCE OF 69.67 FEET; THENCE SOUTH 76 DEGREES, 36 MINUTES, 25 SECONDS WEST, A DISTANCE OF 98.07 FEET TO A POINT 165.00 FEET WEST OF AND 23.00 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 1652, (AS MEASURED ON SAID NORTH LINE AND ON A LINE AT RIGHT ANGLE THERETO), SAID POINT ALSO BEING THE MOST NORTHERLY POINT OF LAND ACQUIRED BY CONDEMNATION IN CIRCUIT COURT OF COOK COUNTY PROCEEDINGS NO. 85L50169; THENCE SOUTH 06 DEGREES, 08 MINUTES, 19 SECONDS WEST ALONG THE EAST LINE OF SAID CONDEMNATION, A DISTANCE OF 77.47 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1652, SAID POINT BEING 14.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1652; THENCE SOUTH 07 DEGREES, 30 MINUTES, 21 SECONDS WEST, A DISTANCE OF 20.17 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 1651, SAID POINT BEING 13.86 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1651; THENCE SOUTH 06 DEGREES, 54 MINUTES, 01 SECOND WEST, A DISTANCE OF 15.78 FEET; THENCE SOUTH 09 DEGREES, 57 MINUTES, 07 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONVEX TO THE WEST AND HAVING A RADIUS OF 5674.70 FEET; THENCE SOUTHERLY, ALONG SAID CURVE, A CHORD BEARING SOUTH 05 DEGREES, 08 MINUTES, 33 SECONDS WEST, A DISTANCE OF 12.87 FEET, AN ARC DISTANCE OF 12.87 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 37 SECONDS EAST, A DISTANCE OF 125.13 FEET; THENCE SOUTH 44 DEGREES, 51 MINUTES, 08 SECONDS EAST, A DISTANCE OF 45.05 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 37 SECONDS EAST, A DISTANCE OF 42.84 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1651, SAID POINT BEING 178.16 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1651; THENCE NORTH 00 DEGREE, 00 MINUTE, 23 SECONDS EAST ALONG THE EAST LINES OF AFORESAID LOTS 1651 AND 1652 AND AFORESAID 20-FOOT ALLEY, A DISTANCE OF 298.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS AND PARKING AS RESERVED IN RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 25, 2003 AS DOCUMENT 0332908314 AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL AGREEMENT RECORDED DECEMBER 28, 2006 AS DOCUMENT 0636241087.