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RECORDATION REQUESTED BY:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

Doc# 1803849137 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/07/2018 03:52 PM PG: 1 OF 5

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

4029959004-1

FOR RECORDER'S USE ONLY

184-18409 6021

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD, P.O. BOX 9003
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2018, is made and executed between BRISKI REAL ESTATE, LLC, whose address is 5919 SOUTH ARCHER AVENUE, CHICAGO, IL 606382802 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 31, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JANUARY 4, 2013 AS DOCUMENT # 1300441090 IN COOK COUNTY, ILLINOIS.

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

THE EAST 20 FEET OF LOT 39 (EXCEPT THAT PART LYING IN ARCHER AVENUE AND EXCEPT THE SOUTH 211 FEET THEREOF) AND LOT 40 (EXCEPT THAT PART LYING IN ARCHER AVENUE AND EXCEPT THE SOUTH 211 FEET THEREOF) IN THE SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5919 SOUTH ARCHER AVENUE, CHICAGO, IL 606382802. The Real Property tax identification number is 19-08-428-057-0000.

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

DELETE THE DEFINITION OF "NOTE" IN ITS ENTIRETY AND INSERT IN LIEU THEREOF THE FOLLOWING: "THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED JANUARY 5, 2018 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$285,124.21 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT."

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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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 1

(Continued)

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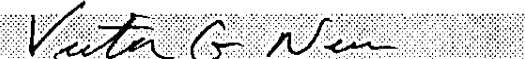
respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit 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.

TAX RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro-rated share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 5, 2018.

GRANTOR:

BRISKI REAL ESTATE, LLC

By: 
VICTOR G. NEU, Manager of BRISKI REAL ESTATE, LLC

By: 
LEONIDA NEU, Manager of BRISKI REAL ESTATE, LLC

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MODIFICATION OF MORTGAGE


Loan No: 1

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LENDER:

FIRST MIDWEST BANK

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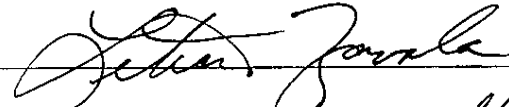
 Authorized Signer

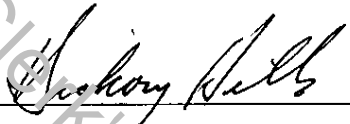
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

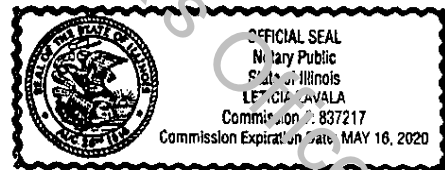
On this 25th day of January, 2018 before me, the undersigned Notary Public, personally appeared **VICTOR G. NEU**, Manager of **BRISKI REAL ESTATE, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the 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 

Notary Public in and for the State of Illinois

My commission expires 05/16/2020



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MODIFICATION OF MORTGAGE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

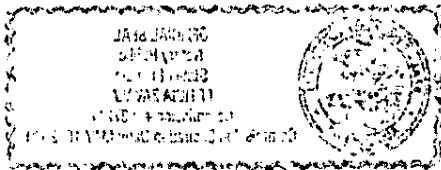
On this 24th day of January, 2018 before me, the undersigned Notary Public, personally appeared **LEONIDA NEU, Manager of BRISKI REAL ESTATE, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification 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 Leticia Zavala

Residing at Hickory Hill

Notary Public in and for the State of Illinois

My commission expires 05/16/2020



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 1

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 20th day of January, 2018 before me, the undersigned Notary Public, personally appeared Adam VanderWoude and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 MIDWEST BANK**.

By Leticia Zavala Residing at Anthony Silb
 Notary Public in and for the State of Illinois

My commission expires 05/16/2020



Cook County Clerk's Office