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INSTRUMENT PREPARED BY:
Gold Coast Bank
1165 N. Clark St. – Suite 200
Chicago, IL 60610

AFTER RECORDING, MAIL TO:
Gold Coast Bank
Attn: Loan Processing Department
1165 N. Clark St. – Suite 200
Chicago, IL 60610

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8865 022 MW



Doc# 1807415212 Fee \$46.00

CHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/15/2018 01:38 PM PG: 1 OF 5

ASSUMPTION AND MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS ASSUMPTION AND MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS ("Agreement") is made effectively as of January 26, 2018, by and between TGMG, LLC, an Illinois LLC, (if more than one, each is referred to as the "**Mortgagor**"), and GOLD COAST BANK, an Illinois banking corporation ("**Lender**").

WHEREAS, for full value received, Anthony Gloria, Maria Gloria, and the Alexandra Kanaris Declaration of Trust dated September 24, 1993 collectively, ("**Borrower**") signed and delivered to Lender a Promissory Note dated November 23, 2017, in the original principal amount of \$50,000.00 (said note, together with all renewals, extensions, replacements and modifications thereof is referred to as the "**Note**"), evidencing a revolving line of credit ("**Loan**") made by Lender to Borrower. On June 13, 2013, the principal amount of the Loan and Note was increased to \$125,000.00.

WHEREAS, the Note is secured by a second priority Mortgage and Assignment of Rents (collectively, "**Security Documents**") dated November 23, 2017, executed by the Alexandra Kanaris Declaration of Trust Dated September 24, 1998 ("**Trust**"), and recorded with the Recorder of Deeds of Cook County, IL, as document numbers 1135440055 and 1135440056, upon the real property legally described as follows ("**Mortgaged Premises**"):

LOTS 17 AND 18 (EXCEPT FOR THE SOUTHERLY 35 FEET FOR RANDOLPH STREET) IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-08-434-022-0000

COMMON ADDRESS: 800-808 West Randolph Street, Chicago, IL 60607

WHEREAS, the Note, Security Documents and any other document, agreement, or understanding, or action or inaction with regard to the loan evidenced by the Note, purported or acknowledged, with respect thereto, are hereinafter collectively called the "**Loan Documents**."

WHEREAS, the Mortgaged Premises has been conveyed from the Trust to Mortgagor pursuant to a deed recorded as document number 1310129025 ("**Deed**") and Mortgagor has not conveyed any of its right, title or interest in and to the Mortgaged Premises.

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AGREEMENT OF LOAN ASSUMPTION AND SUBORDINATION AGREEMENT (Continued)

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WHEREAS, the Note has been modified by a Change In Terms Agreement ("**Change In Terms Agreement**") dated December 15, 2017, whereby the Loan evidenced by the Note has been increased by \$75,000.00 ("**Additional Credit**"), thereby increasing the principal amount of the Note from \$125,000.00 to \$200,000.00, equaling the new committed liability under the Note.

WHEREAS, Mortgagor and Lender have agreed to modify the Security Documents to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

WHEREAS, Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (except for a first mortgage in favor of Lender), and that the lien of the Security Documents, as herein modified, is a valid, subsisting second lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing Recitals, the parties hereto mutually agree as follows (all capitalized terms used but not defined in this Agreement have the same meanings as assigned to them under the Security Documents):

1. Mortgagor has assumed all current and future debts, liabilities and obligations owed to Lender under the Security Documents, and all renewals, extensions, replacements and modifications thereof, and is hereby bound and will remain bound to all the terms and conditions thereof.

2. All of Mortgagor's right, title and interest in and to the Mortgaged Premises arising from the Deed is and will be subordinated in all respects to Lender's Security Documents, including all renewals, extensions, replacements and modifications thereof, and it is agreed that Lender's Security Documents, including all renewals, extensions, replacements and modifications thereof, will be and remain, at all times, prior and superior to Mortgagor's interests in the Mortgaged Premises. Accordingly, Lender will have the right to foreclose all of Mortgagor's right, title and interest in and to the Mortgaged Premises arising from the Deed through a foreclosure proceeding.

3. The Security Documents are hereby modified to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

4. The maximum principal amount of Indebtedness secured by the Security Documents is hereby increased to \$400,000.00.

5. Except as otherwise provided in this Agreement, all other terms and conditions of the Security Documents and all other documents executed in connection therewith shall remain in full force and effect.

Continuing Validity. Nothing herein contained shall in any manner whatsoever impair the Security Documents and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

Reaffirmation of Security Documents. Mortgagor hereby ratifies, affirms, confirms and approves the Security Documents and each and every term thereof.

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AGREEMENT OF LOAN ASSUMPTION AND SUBORDINATION AGREEMENT (Continued)

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Release of Claims against Lender. Except to the extent prohibited by federal or state law, Mortgagor hereby relinquishes and waives all defenses, claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loan evidenced by the Note prior to the date hereof. Mortgagor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

Binding/Counterparts. This Agreement will not be binding unless signed by all parties. This Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single integrated document. For purposes of negotiating and finalizing this Agreement, the signed Agreement or signature page transmitted by facsimile or email may be treated as the original Agreement or signature page and the parties' signatures on any documents transmitted by facsimile or email may be deemed original signatures.

Mortgagor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

[Signature page follows]

Deputy Cook County Clerk's Office

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AGREEMENT OF LOAN ASSUMPTION AND SUBORDINATION AGREEMENT (Continued)

IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. **PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.**

MORTGAGOR:

TGMG, LLC, an Illinois LLC

By: *Maria Gloria*
Maria Gloria as member of TGMG, LLC, an Illinois LLC

By: *Anthony Gloria*
Anthony Gloria as member of TGMG, LLC, an Illinois LLC

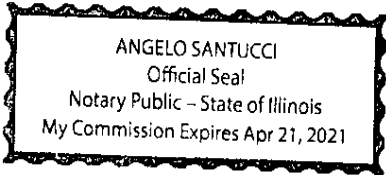
By: *Joseph Gloria*
Joseph Gloria as manager of TGMG, LLC, an Illinois LLC

State of Illinois)
County of Cook) ss.

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Maria Gloria, Anthony Gloria, and Joseph Gloria, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the members and manager of TGMG, LLC, appeared before me this day in person and acknowledged that he(she)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: February 8, 2018

Angelo Santucci
Notary Public



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AGREEMENT OF LOAN ASSUMPTION AND SUBORDINATION AGREEMENT (Continued)

LENDER:

GOLD COAST BANK

By: [Signature]
Print: John Morgan
Its: EVPC70

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that John Morgan, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the EVPC70 of GOLD COAST BANK, appeared before me this day in person and acknowledged that he(he)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: 2-20, 2018

[Signature]
Notary Public



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