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RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201

Doc#: 1810946000 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/19/2018 09:44 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

950 Morse LLC
950 Morse Avenue
Elk Grove Village, IL 60007

FOR RECORDER'S USE ONLY

REF 145409780

This Modification of Mortgage prepared by:

Ptacin/Yap
First Bank & Trust
820 Church Street
Evanston, IL 60201

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 16, 2018, is made and executed between 950 Morse, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 10, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 30, 2010 as Document Number 1027340014 and Modification of Mortgage dated April 1, 2011 recorded May 3, 2011 as Document Number 1112305150 and an Assignment of Rents dated August 10, 2010 recorded September 30, 2010 as Document Number 1027340015 with the Cook County Recorder of Deeds.

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

LOT 68 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 39, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 950 Morse Avenue, Elk Grove, IL 60007. The Real Property tax identification number is 08-34-102-031-0000 & 08-34-102-032-0000.

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

The paragraph entitled "Maximum Lien" in the Mortgage is hereby deleted and replaced with the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$936,420.00.

The paragraph entitled "Borrower" in the Mortgage is hereby deleted and replaced with the following:

Borrower. The word "Borrower" means Duratrack, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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The paragraph entitled "Note" in the Mortgage is hereby deleted and replaced with the following:

Note. The word "Note" means (a) the promissory note dated April 16, 2018 in the original principal amount of \$500,000.00 executed by Duratrack, Inc. ("Note 1") and (b) the promissory note dated April 16, 2018 in the original principal amount of \$250,000.00 executed by Duratrack, Inc. ("Note 2") and (c) the promissory note dated April 16, 2018 in the original principal amount of \$186,420.00 executed by Duratrack, Inc. ("Note 3"). Notes 1, 2 and 3 together with all renewals of, extensions of, amendments of, modifications of, refinancing of, consolidations of, substitutions of and replacements thereof, are hereinafter collectively referred to as the "Note". **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: NOTES 1 and 2 CONTAIN A VARIABLE INTEREST RATE.**

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 16, 2018.

GRANTOR:

950 MORSE LLC

By:


Russell J. Scott, Manager of 950 Morse LLC

LENDER:

FIRST BANK & TRUST

X


Authorized Signer

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MODIFICATION OF MORTGAGE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF DeWitt)

On this 16th day of April 2018 before me, the undersigned Notary Public, personally appeared **Russell J. Scott, Manager of 950 Morse 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 Karen Kohn Residing at _____

Notary Public in and for the State of Ill

My commission expires _____



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DeKalb) SS
)

On this 16th day of APRIL 2018 before me, the undersigned Notary Public, personally appeared BRUCE M. PAULSON and known to me to be the MANAGING DIRECTOR, authorized agent for First Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Bank & Trust, duly authorized by First Bank & Trust 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 Bank & Trust.

By Karen Kohn of _____ Residing at _____

Notary Public in and for the State of Ill

My commission expires _____



DeKalb County Clerk's Office