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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
ARLINGTON HEIGHTS
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc# 1812116014 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/01/2018 10:08 AM PG: 1 OF 4

WHEN RECORDED MAIL TO:

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

70010014658-75862

66005/1180

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 16, 2018, is made and executed between 1254 N. GREENVIEW LLC, whose address is 2638 NORTH HALSTED, CHICAGO, IL 606142302 (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 February 14, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 14, 2013 as Document # 1304516056.

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

Lot 3 in Dickson and Echol's Subdivision of Block 12 in Canal Trustee's Subdivision of the West part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1254 N. Greenview Avenue, Chicago, IL 606423366. The Real Property tax identification number is 17-05-116-073-0000.

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

To delete the definition of "Note" in its entirety and replace it with the following: "Note. The word "Note" means the Promissory Notes dated March 16, 2018 in the original principal amount of \$765,000.00 from Borrower to Lender; in the original principal amount of \$435,000.00 from 2519 W. North Ave. LLC to Lender; in the original principal amount of \$1,100,000.00 from 1260 N. Greenview LLC to Lender; in the original principal amount of \$625,000.00 from The Jeffrey Project Ltd. to Lender; in the original principal amount of \$400,000.00 to Hudson Place Corporation to Lender; and dated January 14, 2018 in the original principal amount of \$500,000.00 from 1254 N. Greenview LLC, 1260 N. Greenview LLC, Hudson Place Corporation, 2519 W. North Ave. LLC and The Jeffrey Project Ltd. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the Promissory Note all of which are incorporated herein by this reference as if fully

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DA 2018

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restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate."

To delete the paragraph entitled "Related Documents" in its entirety and replace it with the following: "Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, all Hedging Agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness."

To delete "\$771,600.00" from the paragraph entitled "Maximum Lien" and replace it with the following: "\$11,475,000.00"

To add the following paragraphs:

"**HEDGING AGREEMENT.** "Hedging Agreement" shall mean (i) any transaction now existing or hereafter entered into between Borrower and Lender which is a rate swap, basis swap, commodity swap, equity or equity index swap, foreign exchange transaction, currency or cross-currency rate swap, or any similar transaction or any combination thereof (including any option, cap, collar, floor or forward with respect to any of the foregoing), whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, and any other agreement or arrangement designed to protect against fluctuations in interest rates, currency exchange rates or commodity prices, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing, and (iii) any agreement, confirmation or other document with respect thereto, and (iv) all debts, obligations and liabilities of the Borrower with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement, if Grantor does not qualify as an "Eligible Contract Participant" (as defined in 7 U.S.C. § 1a(12), as amended, of the Commodity Exchange Act, the "CEA"), then the Indebtedness shall not include any obligations or liabilities with respect to any "Swap" (as defined in the CEA), between the Borrower and Lender which was entered into or modified on or after October 12, 2012.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents."

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.

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

GRANTOR:

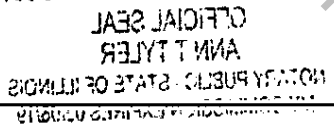
1254 N. GREENVIEW LLC

By: [Redacted]
STUART E. MILLER, Manager of 1254 N. GREENVIEW LLC

LENDER:

FIRST MIDWEST BANK

X [Signature]
Authorized Signer



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

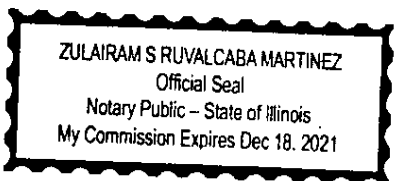
COUNTY OF Cook

On this 16th day of March, 2018 before me, the undersigned Notary Public, personally appeared **STUART E. MILLER, Manager of 1254 N. GREENVIEW 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires Dec. 18, 2021



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LENDER ACKNOWLEDGMENT

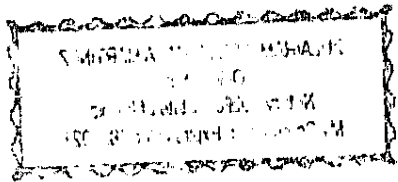
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 16th day of March, 2018 before me, the undersigned Notary Public, personally appeared Sharon M. Wroblewski and known to me to be the VP, 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 Ann T. Tyler Residing at Glenview, IL

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office