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Doc#: 1814446110 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/24/2018 01:56 PM Pg: 1 of 6

RECORDATION REQUESTED BY:

Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634

WHEN RECORDED MAIL TO:

Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634

SEND TAX NOTICES TO:

Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Valentina Jakuts
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 9, 2018, is made and executed between 4200 WEST BELMONT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND TRUST 5025983, LLC SERIES 1400 N. CICERO, AN ILLINOIS LIMITED LIABILITY COMPANY. AS TENANTS IN COMMON (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 W Belmont Ave, Chicago, IL 60634 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 15, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with Cook County Recorders of Deed on September 18, 2017 as a document number 1726129078.

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

PARCEL 1:
LOTS 192 THROUGH 206 BOTH INCLUSIVE, IN HOENTZE AND WHEELER'S HIGH SCHOOL ADDITION TO IRVING PARK IN THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOTS 8 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 6 IN BOLDENWECK AND MADSEN'S SUBDIVISION OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
LOTS 9 AND 10 IN BLOCK 4 IN WILLIAM A. BOND AND COMPANY'S SUBDIVISION OF THE WEST 1/2

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(Continued)**

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OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 (NORTHEWEST CORNER OF WEST BELMONT AVENUE AND NORTH KILDARE AVENUE).

PARCEL 4:

LOTS 5, 6 AND 7 IN BLOCK 5 IN BOLDENWECK AND MADSEN'S SUBDIVISION OF LOTS 4 AND 5, COUNTY CLERK'S DIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS (SOUTH EAST CORNER OF NORTH KEELER AVENUE AND WEST MELROSE STREET)

The Real Property or its address is commonly known as 4200 W Belmont Ave, Chicago, IL 60641. The Real Property tax identification number is

13-22-434-030-0000 (3204 N Kildare Ave, Chicago, IL 60641)
 13-22-434-031-0000 (3202 N Kildare Ave, Chicago, IL 60641)
 13-22-435-022-0000 (4258 W Belmont Ave, Chicago, IL 60641)
 13-22-435-023-0000 (4254 W Belmont Ave, Chicago, IL 60641)
 13-22-435-024-0000 (4252 W Belmont Ave, Chicago, IL 60641)
 13-22-435-025-0000 (4250 W Belmont Ave, Chicago, IL 60641)
 13-22-435-026-0000 (4248 W Belmont Ave, Chicago, IL 60641)
 13-22-435-036-0000 (4200 W Belmont Ave, Chicago, IL 60641)
 13-22-435-037-0000 (4220 W Belmont Ave, Chicago, IL 60641)
 13-22-436-001-0000 (4157 W Belmont Ave, Chicago, IL 60641)
 13-22-436-002-0000 (4153 W Melrose St, Chicago, IL 60641)

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

(i) The Indebtedness is evidenced by original Promissory Note dated September 15, 2017 in the original maximum principal amount of \$2,400,00.00, with all of its renewals and modifications and most recently modified by Promissory Note dated May 9, 2018 in the principal amount of \$2,720,511.86 with monthly payments of \$16,069.81 principal and interest calculated based on 4.885% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on September 15, 2022.

(ii) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent described therein.

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.

RELEASE. Each of the undersigned hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

NO DEFENSES. Each of the undersigned represents to Lender that he has no defenses, setoffs, claims or

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(Continued)

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counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 9, 2018.

GRANTOR:

TRUST 5025983, LLC, SERIES 1400 N. CICERO

By:


Mark Nelson, Manager of Trust 5025983, LLC, Series 1400 N. Cicero

By:



Michael Nelson, Manager of Trust 5025983, LLC, Series 1400 N. Cicero

4200 WEST BELMONT, LLC

By:


Stuart A. Timoner, Member and Manager of 4200 West Belmont, LLC

By:


Deborah A. Timoner, Member and Manager of 4200 West Belmont, LLC

LENDER:

BELMONT BANK & TRUST COMPANY

x 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of MAY, 2018 before me, the undersigned Notary Public, personally appeared **Mark Nelson, Manager of Trust 5025983, LLC, Series 1400 N. Cicero and Michael Nelson, Manager of Trust 5025983, LLC, Series 1400 N. Cicero**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Michael J Klimczak* Residing at DOWNERS GROVE, IL

Notary Public in and for the State of ILLINOIS

My commission expires APR 8, 2019



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF Cook)

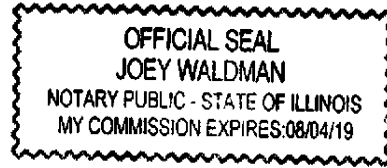
On this 21st day of May, 2018 before me, the undersigned Notary Public, personally appeared **Stuart A. Timoner, Member and Manager of 4200 West Belmont, LLC and Deborah A. Timoner, Member and Manager of 4200 West Belmont, LLC**, and known to me to be members or designated agents of the limited liability 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Joey Waldman

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Notary Public of Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 17th day of May 2018 before me, the undersigned Notary Public, personally appeared Valentina Lukus and known to me to be the Loan Processor, authorized agent for Belmont Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Belmont Bank & Trust Company, duly authorized by Belmont Bank & Trust Company 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 Belmont Bank & Trust Company.

By Mariya Serednya Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/30/20

