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Doc#: 1817018028 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2018 10:37 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial-DeKuiper
6111 N. River Road
Rosemont, IL 60018

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MDrozdz/11373850001/160/153/RS001
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated May 10, 2018, is made and executed between MAIN STREET INVESTMENTS, L.L.C., an Illinois limited liability company, whose address is 9696 W. FOSTER AVE., CHICAGO, IL 60656-1007 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Security Agreement dated as of November 15, 2003 executed by Main Street Investments, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to Cole Taylor Bank ("Lender"), recorded on December 10, 2003 as document no. 0334418148, modified by Modification of Mortgage dated October 15, 2007, recorded March 19, 2008 as document no. 0807944029, modified by Modification of Mortgage dated September 18, 2014, recorded October 16, 2014 as document no. 1428910029, and Assignment of Leases and Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 10, 2003 as document no. 0334418149, amended by Amendment No. 1 to Assignment of Leases and Rent dated October 15, 2007 and recorded March 19, 2008 as document 0807944028.

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

LOT 7 (EXCEPT THE NORTHERLY 20 FEET OF LOT 7) IN B.L. CARLSEN'S INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF LOT 5 IN HENRY HACHMEISTER'S DIVISION OF THE EAST 1/2 OF THE

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(Continued)**

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SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5200 N. Otto Street, Chicago, IL 60656. The Real Property tax identification number is 12-09-213-012-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated May 10, 2018 in the original principal amount of \$298,826.31 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

"Cross-Collateralization". In addition to the Note, this Modification of Mortgage secures all obligations, debts and liabilities, plus interest thereon, of any one or more of Grantor, Main Street Investments, L.L.C. and Suburban Dispatch, L.L.C. (each an "Obligor") to Lender, as well as all claims by Lender against any Obligor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether such Obligor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Such secured obligations, include, without limitation, (a) that certain Promissory Note dated May 10, 2018 in the original principal amount of \$298,826.31 executed by Main Street Investments, L.L.C. payable to the order of Lender, (b) that certain Promissory Note dated May 10, 2018 in the original principal amount of \$2,500,000.00 executed by Suburban Dispatch, L.L.C., payable to the order of Lender, (c) that certain Promissory Note dated May 10, 2018 in the original principal amount of \$193,088.00 executed by Suburban Dispatch, L.L.C., payable to the order of Lender, each as amended, restated, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien/Maximum Indebtedness" set forth in the Mortgage secures the entire principal amount of the Loans, interest accrued thereon and all other Obligations. Under no circumstances, however, shall the aggregate principal indebtedness exceed an amount equal to two (2) times the original principal amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH

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MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

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 10, 2018.

GRANTOR:

MAIN STREET INVESTMENTS, L.L.C.

By: 
HENRY ELIZAR, Manager of MAIN STREET INVESTMENTS,
L.L.C.

By: 
EUGENE RAPOPORT, Manager of MAIN STREET
INVESTMENTS, L.L.C.

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Ill.)
) SS
 COUNTY OF Cook)

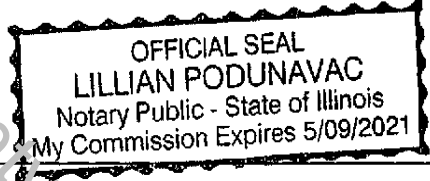
On this 23 day of May 2018 before me, the undersigned Notary Public, personally appeared HENRY ELIZAR, Manager of MAIN STREET INVESTMENTS, L.L.C. and EUGENE RAPOPORT, Manager of MAIN STREET INVESTMENTS, L.L.C., and known to me to be members or designated agents of the limited liability company that executed 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 Lillian Podunavac Residing at 201 N. Duquesne St. (Round Lake), Ill.

Notary Public in and for the State of Ill.

My commission expires 5/9/2021

Lillian Podunavac



Notary Public of Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 23 day of May, 2018 before me, the undersigned Notary Public, personally appeared Robert Stojan and known to me to be the CBO, authorized agent for MB Financial Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MB Financial Bank, N.A., duly authorized by MB Financial Bank, N.A. 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 MB Financial Bank, N.A..

By Chaunte Hess Residing at 9346 S. Normal Ave. ^{Chap.} IL 60620

Notary Public in and for the State of Illinois

My commission expires 11-13-19



Cook County Clerk's Office