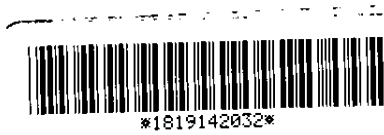


UNOFFICIAL COPY

PREPARED BY, AND AFTER
RECORDING RETURN TO:



Jindal Esq.
860 W. Blackhawk St., #2407
Chicago, IL 60642
Attention: A.J. Jindal

Doc# 1819142032 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/10/2018 01:45 PM PG: 1 OF 7



RECORDER'S STAMP

FIRST AMENDMENT TO RECORDED DOCUMENTS

This First Amendment to Recorded Documents (this "Amendment") is made as of April 1, 2018 by and between **Capri Development 4019, LLC**, an Illinois limited liability company ("**Borrower**"), having an office at 7115 North Avenue, #256, Oak Park, IL 60302, and **First Bank and Trust Company of Illinois**, an Illinois state commercial bank (collectively with its successors and assignees, "**Lender**"), having an office at 300 East Northwest Highway, Palatine, IL 60067.

RECITALS

- A. Lender has made a loan (the "**Loan**") to Borrower in the principal amount of One Million Four Hundred Thirty-Five Thousand and No/100 Dollars (\$1,435,000.00).
- B. In connection therewith, Borrower executed (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 12, 2014, which was recorded on February 28, 2014 by the Cook County Recorder of Deeds as Document Number 1405726039 (the "**Mortgage**"), and (ii) an Assignment of Leases and Rents dated as of February 12, 2014, which was recorded on February 27, 2014 by the Cook County Recorder of Deeds as Document Number 1405812035 (the "**ALR**"). Each of the Mortgage and the ALR encumbers the property legally described in Exhibit A attached hereto.
- C. Any defined term that is not defined herein shall have its meaning in the Mortgage.
- D. Borrower and Lender desire to modify the Mortgage and ALR as provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of (i) the preceding recitals (which are hereby incorporated into this Amendment), (ii) the covenants and agreements contained herein, and (iii) other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as written below.

1. MATURITY DATE. The maturity date of the Loan is extended to April 1, 2023. Pursuant thereto, in the Mortgage and the ALR, (i) any reference to the "Maturity Date" shall mean

Box 400

NW1700773 Kourcos D1192

S	✓
P	17
S	N
SCY	
INT	

UNOFFICIAL COPY

April 1, 2023, and (ii) every instance of “February 12, 2015” is replaced with April 1, 2023.

2. MISCELLANY.

- 2.1. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 2.2. With respect to the subject matter hereof, this Amendment (i) is the complete and entire agreement between the parties hereto and (ii) supersedes all prior discussions, understandings, and agreements (whether oral or written, including all letters of intent) between the parties hereto.
- 2.3. With respect to all conflicts and inconsistencies between the Mortgage or the ALR and this Amendment, this Amendment shall control and prevail. In each Loan Document, every reference to the Mortgage or the ALR shall be deemed to refer to the Mortgage as modified herein or the ALR as modified herein (as applicable).
- 2.4. Paragraph and section headings are for convenience only and shall not limit the substantive provisions hereof. All instances of “including” shall mean “including, without limitation.”
- 2.5. Subject to the terms and conditions in the Loan Documents, this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assignees.
- 2.6. This Amendment may be executed in one or more counterparts, all of which when taken together shall constitute one and the same Amendment.

[signature pages follow]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto execute this Amendment as of the first date written above.

BORROWER:

Capri Development 4019, LLC, an Illinois limited liability company

By: David Greenberg
Name: DAVID GREENBERG
Title: MG. MGR

LENDER:

First Bank and Trust Company of Illinois, an Illinois state commercial bank

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto execute this Amendment as of the first date written above.

BORROWER:

Capri Development 4019, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

LENDER:

First Bank and Trust Company of Illinois, an Illinois state commercial bank

By: Steve Wanyas
Name: Steve Wanyas
Title: CCO

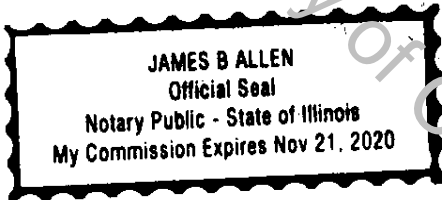
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, James B. Allen, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David Gankberg, a/the Manager of Capri Development 4019, LLC, an Illinois limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and swore and acknowledged under oath that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 31st day of May, 2018.



[Signature]
NOTARY PUBLIC

My Commission Expires: November 21, 2020

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, a/the _____ of First Bank and Trust Company of Illinois, an Illinois state commercial bank, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and swore and acknowledged under oath that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ____ day of May, 2018.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, a/the _____ of Capri Development 4019, LLC, an Illinois limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and swore and acknowledged under oath that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ____ day of May, 2018.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, KEVIN AMATO, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Steve Waryas, a/the Chief Credit Officer of First Bank and Trust Company of Illinois, an Illinois state commercial bank, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and swore and acknowledged under oath that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 31st day of May, 2018.

[Signature]

NOTARY PUBLIC

My Commission Expires: NOV 23, 2020

(SEAL)



UNOFFICIAL COPY

EXHIBIT A

PROPERTY

PARCEL 1

LOT 13 IN GATLING COUNTRY CLUB HILLS RESUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2004 AS DOCUMENT 0416145163, IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AMENDED AND RESTATED DEVELOPMENT DECLARATION RECORDED JUNE 23, 2004 AS DOCUMENT 0417518061 FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN ACCESS; FOR INSTALLATION, USE, MAINTENANCE, AND REPAIR OF PUBLIC UTILITIES SERVICES AND DISTRIBUTION SYSTEMS AND FOR USE, MAINTENANCE AND REPAIR OF ANY STORM WATER DRAINAGE SYSTEM OVER AND UPON COMMON AREAS LOCATED ON THE REMAINING LOTS IN AFORESAID SUBDIVISION.

Common Address: 4019 W. 167th St., Country Club Hills, IL 60478

P.I.N.(s): 28-27-201-010