

# UNOFFICIAL COPY

18004313s

Doc#: 1826049221 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/17/2018 12:59 PM Pg: 1 of 7

**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

Thomas J. Dillon  
McFadden & Dillon  
120 S. LaSalle Street, #1335  
Chicago, IL 60603

**FIRST MODIFICATION OF MORTGAGE  
AND OTHER SECURITY DOCUMENTS**

18004313<sub>5</sub>  
**THIS FIRST MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** (this "Modification") is made as of the 28th day of August, 2018 by **K & A PROPERTIES OF ILLINOIS, LLC**, an Illinois limited liability company ("Mortgagor") and **FNBC Bank and Trust** as successor in interest to **FNBC Bank & Trust** ("Mortgagee")

**RECITALS:**

**WHEREAS**, Mortgagee has heretofore made a mortgage loan (the "Loan") to Mortgagor, **Albert F. Moore, Jr.** individually and **M. Karen Koenig** individually (along with K&A collectively "Borrowers") in the original principal amount of **Two Million and 00/100 Dollars (\$2,000,000.00)** (the "Note"); and

**WHEREAS**, the Loan is evidenced by a Mortgage Note dated as of October 24, 2013, by Borrowers in favor of Lender in the amount of **Two Million and 00/100 Dollars (\$2,000,000.00)** (the "Note"); and

**WHEREAS**, the Note is secured by a Mortgage, Assignment of Rents and Leases and Security Agreement dated as of the 24<sup>th</sup> day of October, 2013, by Mortgagor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 14, 2013, as Document No. 1331804022 (the "Mortgage") and other instruments and documents executed by or on behalf of Borrowers and delivered to Mortgagee in connection with the Loan, including, without limitation, the Environmental Indemnity Agreement dated October 24, 2013, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

**WHEREAS**, Mortgagee and Borrowers are desirous of modifying the Note, and

**WHEREAS**, as a condition to such modification, Mortgagee is requiring; (i) this Modification and (ii) a First Amended Mortgage Note dated of even date herewith executed by Mortgagor (the "**Note Amendment**") whereby the Note is modified;

**NOW, THEREFORE**, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

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1. **Incorporation of Recitals; Definitions; Conflict.** The aforesaid recitals are hereby incorporated into this Amendment as if fully set forth in the Paragraph 1. Any initially-capitalized term used and not defined herein shall have the meaning ascribed to same in the Mortgage and Other Loan Documents. Wherever the terms and conditions of this Amendment conflict with the terms and conditions of the original Mortgage and Other Loan Documents, the terms and conditions of the Amendment shall control. In all other respects the parties do hereby ratify and declare to be in full force the effect the terms and conditions of the Mortgage and Other Loan Documents.
  - A. The Mortgage and Other Security Documents are hereby amended by
    - a) deleting "4.2862%, per annum" where it appears in reference to the interest rate applicable to the Mortgage Note and replacing it with 4.55% per annum,
    - b) deleting "November 5, 2020" where it appears in reference to the Maturity Date of the Mortgage Note and replacing it with "September 5, 2025", and
    - c) deleting "Two Million and 00/100 Dollars (\$2,000,000.00)" where it appears in reference to the amount of the Mortgage Note and replacing it with "One Million Six Hundred Seventy-Four Thousand Four Hundred and Sixty Dollars and 22/100 Dollars (\$1,674,460.22)"
2. **References to Note:** From and after the date hereof, (i) the Mortgage and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage of the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.
3. **References to Loan Documents:** Any and all referenced in the mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.
4. **Reaffirmation of Representations and Warranties:** Mortgagor hereby reaffirms as true and correct in all respects, as of the date thereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.
5. **Reaffirmation of Covenants:** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and Other Security Documents as herein modified.
6. **Laws of Illinois:** This modification shall be covered and construed under the laws of the State of Illinois.

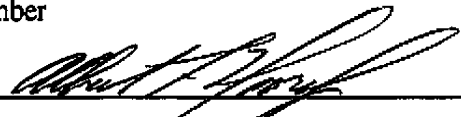
**IN WITNESS WHEREOF**, the parties have caused this First Modification of Mortgage and Other Security Documents to be executed pursuant to authority duly granted as of the date and year first written above.

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MORTGAGOR:

**K&A PROPERTIES OF ILLINOIS, LLC**, an Illinois limited liability company

By: **Albert F. Moore, Jr. Living Trust**, Member

By: 

Name: Albert F. Moore, Jr.

Its: Trustee

By: **Mary Karen Koenig Revocable Trust**, Member

By: 

Name: Mary Karen Koenig

Is: Trustee

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STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF Cook        )

I, Jeffrey Scott Koenig, a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ALBERT F. MOORE, JR.**, Trustee of the **Albert F. Moore, Jr. Living Trust**, a Member of **K&A PROPERTIES OF ILLINOIS, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act of said Trust and Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of August, 2018.

Jeffrey Scott Koenig  
Notary Public



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STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF Cook        )

I, Jeffrey Scott Koenig, a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that **MARY KAREN KOENIG**, Trustee of the **Mary Karen Koenig Revocable Trust**, a Member of **K&A PROPERTIES OF ILLINOIS, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act of said Trust and Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of August, 2018.

Jeffrey Scott Koenig  
Notary Public



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## CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing First Modification of Mortgage and Other Security Documents.

Date as of August 28, 2018

**FNBC Bank and Trust as successor in interest to First National Bank of LaGrange**

By: Joseph M. Kroc

Name: Joseph M. Kroc

Title: Senior Vice President

STATE OF ILLINOIS )  
 ) ss  
 COUNTY OF Cook )



I, Tamara A Powers, a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph M Kroc, as Senior Vice President of **FNBC Bank and Trust as successor in interest to First National Bank of LaGrange**, personally known to me to be the same person whose name is subscribed to the forgoing instruments, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instruments, as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28 day of August, 2018.

Tamara A Powers  
 Notary Public

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOTS 1, 2, 3, 4 (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) AND THE EAST ½ OF LOT 5 IN BLOCK 12 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST ½ OF LOT 5 AND ALL OF LOTS 6 AND 7 THE IN BLOCK 12 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) IN COOK COUNTY, ILLINOIS.

PINs:           23-01-212-001-0000  
                   23-01-212-011-0000  
                   23-01-212-012-0000

STREET ADDRESS:       7323-25 WEST 90<sup>TH</sup> STREET/9004-26 SOUTH ODELL AVENUE/7324-26 WEST 90<sup>th</sup> STREET

BRIDGEVIEW, ILLINOIS

7327-29 WEST 90<sup>TH</sup> STREET/9003-9011 SOUTH OKETO AVENUE

BRIDGEVIEW, ILLINOIS

9013-9021 SOUTH OKETO AVENUE

BRIDGEVIEW, ILLINOIS