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RECORDATION REQUESTED BY:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

Doc#: 1826319117 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/20/2018 09:49 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations Dept.
Albany Bank and Trust Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2015, is made and executed between 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company, whose address is 425 W. North Avenue, Chicago, IL 60610 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 23, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Recorder of Deeds (Recorder's Office) in Cook County, Illinois on March 3, 2016, as Document No. 1606342005 together with that certain Assignment of Rents dated February 23, 2016 recorded with the Recorder's Office on March 3, 2016 as Document No. 1606342006.

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

PARCEL 1: INTENTIONALLY DELETED.

PARCEL 2: LOTS 44 THROUGH 48 BOTH INCLUSIVE IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT WHERE OCCUPIED BY THE IC& N. W. R. R.) AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 25 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 26 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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PARCEL 5: LOTS 27, 28 AND 29 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOT 30 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOT 31 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: LOTS 32 THROUGH 43 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2701-2755 North California Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-25-400-012-0000; 13-25-400-013-0000; 13-25-400-014-0000; 13-25-400-015-0000; 13-25-400-016-0000; 13-25-400-017-0000; 13-25-400-018-0000; 13-25-400-043-0000; and 13-25-400-048-0000.

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

As of the date hereof, the outstanding principal amount of the original Promissory Note is hereby increased from \$2,408,313.82 to the maximum principal amount of \$3,336,000.00, the interest rate modified from an interest rate of 4.500% fixed to 4.750% fixed and the current repayment schedule is hereby modified from monthly consecutive principal and interest payments of \$13,599.15 to 83 regular principal and interest payments of \$19,140.26 each, beginning September 5, 2018, and one irregular last payment estimated at \$2,779,844.43 on August 5, 2025 (the "Maturity Date"). Borrower final payment will be for all principal and all accrued interest not yet paid, as set forth on the certain Promissory Note dated even date to be executed by Borrower in conjunction with this Modification, which Promissory Note is a replacement for, but is not a repayment for, but amends, renews and reinstates the debt evidenced by, that certain original Promissory Note dated February 23, 2016, in the original amount of \$2,430,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Any reference in the Note, the Mortgage or any other Related Documents to the maximum principal amount of the Loan shall mean \$3,336,000.00.

II. All reference in the Mortgage to the Maximum Lien of \$4,860,000.00 is hereby deleted and substituted in lieu thereof with the following:

At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security interest of Mortgage, exceed \$6,672,000.00.

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,

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MODIFICATION OF MORTGAGE (Continued)

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.

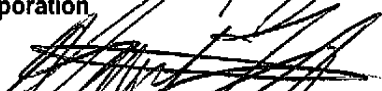
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2018.

GRANTOR:

2701 NORTH CALIFORNIA LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

CHH MANAGERS, INC., AN ILLINOIS CORPORATION, Manager of 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company

By: 
Charles Huzenis, President of CHH Managers, Inc., an Illinois corporation

By: 
Harrison O. Huzenis, Secretary/Treasurer of CHH Managers, Inc., an Illinois corporation

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X 
Authorized Officer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9 day of August, 2019 before me, the undersigned Notary Public, personally appeared **Charles Huzenls, President of CHH Managers, Inc., an Illinois corporation, Manager of 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company,** 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 _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9 day of August, 2018 before me, the undersigned Notary Public, personally appeared **Harrison O. Huzenis, Secretary/Treasurer of CHH Managers, Inc., an Illinois corporation, Manager of 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company**, 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 _____

Notary Public in and for the State of _____
 My commission expires _____



Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 10th day of August, 2018 before me, the undersigned Notary Public, personally appeared Michael Blake and known to me to be the VP, authorized agent for **Albany Bank and Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and Trust Company, 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 **Albany Bank and Trust Company, N.A.**

By Veronica Gutierrez Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6.21.21



Cook County Clerk's Office