

Doc#. 1900908164 Fee: \$56.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/09/2019 10:58 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

WHEN RECORDED MAIL TO:

Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Rebecca Worley, Senior Commercial Services Associate
Providence Bank & Trust
630 East 162nd Street
South Holland, IL 60473

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 15, 2018, is made and executed between TTM PROPERTIES LLC, an Illinois limited liability company, whose address is 12565 HORSESHOE LANE, MANHATTAN, IL 60442-8420 (referred to below as "Grantor") and Providence Bank & Trust, whose address is 630 East 162nd Street , P.O. Box 706, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 27, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded January 9, 2014 as Document No. 1400922001.

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

PARCEL 1:

LOT 1, THE NORTH 138.00 FEET OF LOT 5, THE NORTH 138.00 FEET OF THE WEST 57 FEET OF LOT 6, AND LOT 6 (EXCEPT THE WEST 57 FEET THEREOF) IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 33.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, (EXCEPT THEREFROM THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 33.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4) OF SAID SECTION 22 ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1914 AS DOCUMENT 5415438, IN BOOK 123 OF PLATS, PAGE 138, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 (EXCEPT THEREFROM THE NORTH 138.00 FEET) AND THE WEST 57.00 FEET OF LOT 6 (EXCEPT THEREFROM THE NORTH 138.00 FEET) IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 33.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, EXCEPT THEREFROM THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4

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MODIFICATION OF MORTGAGE (Continued)

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OF THE NORTHWEST 1/4 AND THE EAST 33.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1914 AS DOCUMENT 5415438, IN COOK COUNTY, ILLINOIS.

PARCEL 3;

THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN THENCE NORTH 00 DEGREES, 04 MINUTES, 40 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 330.00 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 05 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, 77.00 FEET; THENCE NORTH 00 DEGREES, 04 MINUTES, 40 SECONDS WEST 501.00 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 05 SECONDS EAST, 1211.89 FEET TO A LINE 33.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 05 MINUTES, 04 SECONDS WEST ALONG THE SAID EAST LINE, 495.12 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 89 DEGREES, 56 MINUTES, 13 SECONDS EAST ALONG THE SAID SOUTH LINE 603.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID SOUTH LINE, 751.01 FEET TO THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 06 MINUTES, 43 SECONDS WEST ALONG THE SAID EAST LINE, 306.71 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 01 SECONDS WEST, 743.48 FEET; THENCE SOUTH 01 DEGREES, 17 MINUTES, 40 SECONDS WEST, 306.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 551 EAST LINCOLN HIGHWAY, CHICAGO HEIGHTS, IL 60411-2922. The Real Property tax identification number is 32-22-104-003-0000; 32-22-104-010-0000; 32-22-104-011-0000; 32-22-104-012-0000; 32-22-104-014-0000; 32-22-104-015-0000; 32-22-101-004-0000.

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

DEFINITIONS.

NOTE. The word "Note" means the promissory note dated October 12, 2018, in the original principal amount of \$837,078.60 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 5.800% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 52 regular payments of \$7,028.64 each and one irregular last payment estimated at \$670,128.42. Borrower's first payment is due November 27, 2018, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 27, 2023, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is March 27, 2023.

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.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 15, 2018.

GRANTOR:


TTM PROPERTIES LLC

KTTM LLC, Member of TTM PROPERTIES LLC

By 
MICHAEL J. SPATOLA, Manager of KTTM LLC

LENDER:

PROVIDENCE BANK & TRUST

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 15th day of October, 2018 before me, the undersigned Notary Public, personally appeared **MICHAEL J. SPATOLA, Manager of KTTM LLC, Member of TTM PROPERTIES LLC**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *David G. Schnepfer* Residing at Will County

Notary Public in and for the State of Illinois

My commission expires 10/25/20



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Will)

On this 15th day of October, 2018 before me, the undersigned Notary Public, personally appeared Kimberly Cannon and known to me to be the VP, authorized agent for **Providence Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Providence Bank & Trust**, duly authorized by **Providence Bank & Trust** 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 **Providence Bank & Trust**.

By [Signature] Residing at Will County

Notary Public in and for the State of Illinois

My commission expires 10/25/20

PROVIDENCE BANK & TRUST
COOK COUNTY CLERK'S OFFICE