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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Andrew L. Glubisz
Chuhak & Tecson, P.C.
30 South Wacker Drive, Suite 2600
Chicago, Illinois 60606



Doc# 1905945047 Fee \$58.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/28/2019 01:30 PM PG: 1 OF 11

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MODIFICATION OF SECURITY INSTRUMENTS

THIS MODIFICATION OF SECURITY INSTRUMENTS ("Modification"), dated effective as of December 5, 2018 ("Effective Date"), is made by and among CERES-9530 COOK, LLC, an Illinois limited liability company ("Ceres Cook"), CERES-OAK LAWN, LLC, an Illinois limited liability company ("Ceres Oak Lawn"), CERES II-9530C, LLC, an Illinois limited liability company ("Ceres II-9530C") and, collectively with Ceres Cook and Ceres Oak Lawn, "Mortgagor", and FNBC BANK AND TRUST, an Illinois state chartered bank, its successors and assigns ("Mortgagee").

RECITALS

A. Ceres Cook previously executed and delivered to Mortgagee a Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated January 9, 2015, and recorded with the Cook County, Illinois Recorder of Deeds on January 23, 2015, as document number 1502329082 ("Cook Mortgage").

B. Ceres Oak Lawn previously executed and delivered to Mortgagee a Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated January 9, 2015, and recorded with the Cook County, Illinois Recorder of Deeds on January 23, 2015, as document number 1502329081 ("Oak Lawn Mortgage") and, collectively with the Cook Mortgage, "Security Instruments").

C. The Security Instruments affect real property legally described on Exhibit A attached hereto and made a part hereof ("Real Estate").

D. As of the Effective Date, certain parcels of the Real Estate have been transferred from Ceres Cook and Ceres Oak Lawn to Ceres II-9530C.

E. Ceres Cook, Ceres Oak Lawn and Mortgagee, among others, have entered into a Loan Modification Agreement of even date herewith ("Modification Agreement"), with respect

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to the Loan, as defined in the Modification Agreement. Mortgagee is willing to agree to modify the Loan pursuant to the Modification Agreement, provided that the Security Instruments are modified in accordance with the terms of such Modification Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents (as defined in the Modification Agreement).

MODIFICATIONS AND AGREEMENTS

1. Modifications. Mortgagee and Mortgagor hereby modify the Security Instruments such that:
 - a. Any reference in the Security Instruments to "Borrower(s)", "Mortgagor" or "Assignor" shall mean and refer to Ceres Cook, Ceres Oak Lawn and Ceres II-9530C.
 - b. Any reference in the Security Instruments to the "Note" shall mean and refer to that certain Promissory Note dated January 9, 2015, made payable by Ceres Cook and Ceres Oak Lawn to the order of Mortgagee in the original principal amount of One Million Six Hundred Ninety Thousand and 00/100 Dollars U.S. (\$1,690,000.00), as thereafter modified, most recently by that certain Amended and Restated Promissory Note dated as of even date herewith, made payable by Ceres Cook, Ceres Oak Lawn and Ceres II-9530C to the order of Mortgagee, in the original principal amount of One Million Three Hundred Seventy-Four Thousand Three Hundred Fourteen and 71/100 Dollars (\$1,374,314.71), as the same may be renewed, extended or modified.
2. Waiver of Homestead. To the extent, if any, that any portion of the Real Estate shall be deemed the homestead of Mortgagor, its successors or assigns, or of the holder of the beneficial interest in Mortgagor, the Mortgagor, directly and on behalf of the holder of the power of direction, hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.
3. Continuing Validity. Except as expressly modified above, the terms of the original Security Instruments shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with its respective terms, as first priority liens. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Security Instruments as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Notes or other credit agreement secured by the Security Instruments. It is the intention of Mortgagee to retain as liable all parties to the Security Instruments and all parties, makers and endorsers to the Notes including accommodation parties, unless a party is expressly released by Mortgagee 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 Security Instruments does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be

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released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

4. Validity of Security Instruments. The Security Instruments represent the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loan Documents as modified herein or in the Modification Agreement. Mortgagor understands and acknowledges that the Mortgagee entered into the Modification Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Security Instruments as of the date hereof as being true, accurate and complete.
5. Time. Time is of the essence of this Modification and each term hereof.
6. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
7. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Security Instruments or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
8. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
9. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

Remainder of page left blank intentionally – signature page to follow.

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IN WITNESS WHEREOF, the parties have executed this Modification of Security Instruments as of the date first above written.

MORTGAGOR:

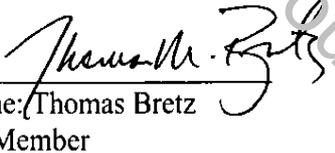
CERES-9530 COOK, LLC, an Illinois limited liability company

By: CERES ACQUISITIONS II, LLC, an Illinois limited liability company, its Sole Member

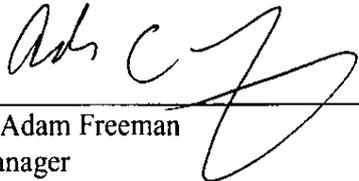
By: EP Acquisitions II, LLC, a Delaware limited liability company, its Member

By: EP Legacy, LLC, an Illinois limited liability company, its Managing Member

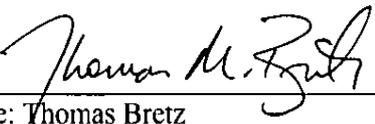
By: 
Name: Adam Freeman
Its: Member

By: 
Name: Thomas Bretz
Its: Member

CERES-OAK LAWN, LLC, an Illinois limited liability company

By: 
Name: Adam Freeman
Its: Manager

CERES II-9530C, LLC, an Illinois limited liability company

By: 
Name: Thomas Bretz
Its: Manager

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MORTGAGEE:

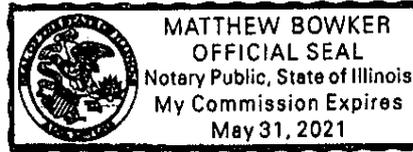
FNBC BANK AND TRUST

By: 
Name: Luke H. Overhourse
Title: Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Adam Freeman, as Manager of CERES-OAK LAWN, LLC, an Illinois limited liability company, and Member of EP Legacy, LLC, an Illinois limited liability company, Managing Member of EP Acquisitions II, LLC, a Delaware limited liability company, a Member of Ceres Acquisitions II, LLC, an Illinois limited liability company, sole Member CERES-9530 COOK, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of DECEMBER, 2018.



Notary Public

My commission expires: 5-31-21

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Bretz, as Manager of a **CERES II-9530C, LLC**, an Illinois limited liability company, and Member of EP Legacy, LLC, an Illinois limited liability company, Managing Member of EP Acquisitions II, LLC, a Delaware limited liability company, a Member of Ceres Acquisitions II, LLC, an Illinois limited liability company, a Member **CERES-9530 COOK, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of DECEMBER, 2018.



Notary Public

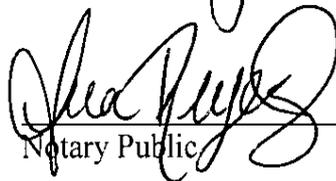
My commission expires: 5-31-21

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Luke Oosterhouse, personally known to me to be the Vice President of FNBC BANK AND TRUST, an Illinois state chartered bank, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of January, 2019.



Notary Public

My commission expires: 10/22/2022



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNITS 213, 214, 313, 410, 501, 502, PS-10, PS-13, PS-34, PS-43, PS-45 AND PS-50, IN PRAIRIE TOWN CENTER CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 2 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF BLOCK 6 OF OAK LAWN AND PART OF BLOCK 1 OF MINNICK'S OAK LAWN SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 2006 AS DOCUMENT NUMBER 0630717112,

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 28, 2008 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0808803114, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACES 4, 9, 11 AND 15, AND STORAGE SPACES 10, 13, 34, 42, 43, 45, 49 AND 50, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFOREMENTIONED DECLARATION RECORDED AS DOCUMENT NUMBER 0808803114.

PARCEL 3:

UNITS 314, 414, 506, 507, 509, 510, 606, PS-9, PS-18, PS-20, PS-22, PS-28 AND PS-46 IN PRAIRIE TOWN CENTER CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 2 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF BLOCK 6 OF OAK LAWN AND PART OF BLOCK 1 OF MINNICK'S OAK LAWN SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 2006 AS DOCUMENT NUMBER 0630717112, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 28, 2008 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0808803114, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

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PARCEL 4:

THE EXCLUSIVE RIGHT TO USE PARKING SPACES 2, 3, 13 AND 16, AND STORAGE SPACES 7, 9, 15, 18, 20, 22, 28 AND 46, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFOREMENTIONED DECLARATION RECORDED AS DOCUMENT NUMBER 0808803114.

PARCEL 5:

UNIT 410 AND PT-84 IN THE MORNINGSIDE ARBOR COURT CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 OF CHILDRENS' MUSEUM RESUBDIVISION, BEING A RESUBDIVISION OF BLOCK 1 OF CAMPBELL'S 1ST ADDITION TO OAK LAWN AND PART OF BLOCK 6 OF CAMPBELL'S 1ST ADDITION TO OAK LAWN IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0613532113, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

UNIT PS-51 IN THE MORNINGSIDE ARBOR COURT CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 OF CHILDRENS' MUSEUM RESUBDIVISION, BEING A RESUBDIVISION OF BLOCK 1 OF CAMPBELL'S 1ST ADDITION TO OAK LAWN AND PART OF BLOCK 6 OF CAMPBELL'S 1ST ADDITION TO OAK LAWN IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0613532113, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

UNITS 202, 207, 308, PS-7, PS-15, PS-42 AND PS-49, IN PRAIRIE TOWN CENTER CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 2 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF BLOCK 6 OF OAK LAWN AND PART OF BLOCK 1 OF MINNICK'S OAK LAWN SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 2006 AS DOCUMENT NUMBER 0630717112, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 28, 2008 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0808803114,

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TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

PERMANENT INDEX NUMBERS:

24-09-107-038-1002 (PARCEL 1, UNIT 202)
 24-09-107-038-1007 (PARCEL 1, UNIT 207)
 24-09-107-038-1013 (PARCEL 1, UNIT 213)
 24-09-107-038-1014 (PARCEL 1, UNIT 214)
 24-09-107-038-1022 (PARCEL 3, UNIT 308)
 24-09-107-038-1027 (PARCEL 1, UNIT 313)
 24-09-107-038-1028 (PARCEL 3, UNIT 314)
 24-09-107-038-1038 (PARCEL 1, UNIT 410)
 24-09-107-038-1042 (PARCEL 3, UNIT 414)
 24-09-107-038-1043 (PARCEL 1, UNIT 501)
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