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Doc# 1907962012 Fee \$46.25

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2019 03:07 PM PG: 1 OF 4

WHEN RECORDED MAIL TO: State Farm Bank, F.S.B. Business Loan Area 3 State Farm Plaza South N4 Bloomington, IL 61791-0001

FOR RECORDER'S USE ONLY

This Modification of Mortgage preparer by:
Kirstie Felkner, Business Loan Representative
State Farm Bank, F.S.B.
3 State Farm Plaza South N4
Bloomington, IL 61791-0001

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 10, 2019, is made and executed between Roman Holdings, Inc., whose address is 1800 Central Street, Evanston, ii. 60201 (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is 3 State Farm Placa South N4, Bloomington, IL 61791-0001 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Foruary 10, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 14, 2017, in Official Records as Instrument No. 1704549175, of the Public Records of Cook County, State of Illinois.

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

THE EAST 24 FEET OF THE NORTH 75 FEET OF LOT 1 (EXCEPT THAT PART THEREOF, IF NOY, FALLING WITHIN THE SOUTH 73 FEET OF SAID LOT 1) IN NORTH EVANSTON IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1800 Central Street, Evanston, IL 60201. The Real Property tax identification number is 10-12-201-002-0000.

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

- -Extend Maturity Date to February 10, 2021
- -Add Tax and Insurance Reserves Language
- -No additional advance of monies.

**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

S Y A N N SC Y INTOR

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### MODIFICATION OF MORTGAGE (Continued)

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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.

TAXES AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate rixes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential pioperty, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment or the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 2019.

**GRANTOR:** 

By:

ROMAN HOLDINGS, INC.

John Ro<u>man,</u> President of Roman Holdings, Inc.

Susan Roman, Secretary of Roman Holdings, Inc.

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# MODIFICATION OF MORTGAGE (Continued)

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| LENDER:  |
|--|
| STATE FARM BANK, F.S.B.  |
| X Tyler Back Law C fficer  |
| Tyler Ross, Loan Officer   |
| CORPORATE ACKNOWLEDGMENT   |
| STATE OF ILLINOIS ( ODOIS )  |
| COUNTY OF COOK (COOK )   |
| On this 5th day of March, 2019 before me, the undersigned Notary Public, personally appeared John Roman, President of Roman Holdings, Inc. and Susan Roman, Secretary of Roman Holdings, Inc., and known to me to be authorized agents 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 open of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.  By A yode 1 Thomas Residing at 100 Central Street Evanston, 1 Notary Public in and for the State of 160201 |
| My commission expires $\frac{08/22/2022}{63/33/2020}$  |
| AYODEJI O THOMAS  Official Seal  Notary Public - State of Illinois  My Commission Expires Aug 22, 2022  MARCH 23, 2020  OFFICIAL SEAL  NOTARY FUBLIC  STATE OF ILLINOIS  MY COMMISSION EXPIRES  MARCH 23, 2020   |

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## MODIFICATION OF MORTGAGE (Continued)

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| LENDER ACKNOWLEDGMENT  |  |
|--|--|
| STATE OF Illinois  | )  |
| <b>-</b>   | ) SS   |
| COUNTY OF  | )  |
| Public, personally appeared Tyler Ross and known to Farm Bank, F.S.B. that executed the within and foregothe free and voluntary act and deed of State Farm Bathrough its board of directors or otherwise, for the us | before me, the undersigned Notary me to be the Loan Officer, authorized agent for State oing instrument and acknowledged said instrument to be ank, F.S.B., duly authorized by State Farm Bank, F.S.B sees and purposes therein mentioned, and on oath stated ment and in fact executed this said instrument on behalf |
| Notary Public in and for the State of  |  |
| My commission expires 10   33   3   1  | OFFICIAL SEAL JULIE A MILLER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/23/21  |

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