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RECORDATION REQUESTED BY:

First Bank & Trust, a Division
of Byline Bank
820 Church Street
Evanston, IL 60201

Doc# 1907906057 Fee \$44.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2019 12:41 PM PG: 1 OF 4

WHEN RECORDED MAIL TO:

First Bank & Trust, a Division
of Byline Bank
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

DSMM LLC - 390 HIGGINS
390 East Higgins Road
Elk Grove Village, IL 60007

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Ptacin/Bley
First Bank & Trust
820 Church Street
Evanston, IL 60201

110 893 0217

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 2013, is made and executed between DSMM LLC - 390 HIGGINS (referred to below as "Grantor") and First Bank & Trust, a Division of Byline Bank, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 6, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 24, 2013 as document number 1314412036 and Modification of Mortgage dated April 24, 2018 and recorded on May 10, 2018 as document number 1813057072 and Assignment of Rents dated May 6, 2013 and recorded on May 24, 2013 as document number 1314412037 with the Cook County Recorder of Deeds.

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

LOT 2 IN JOHN L. MARKEY RESUBDIVISION, BEING A RESUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 21, 1975, AS DOCUMENT NUMBER 2795914, EXCEPTING FROM SAID LOT 2 FOLLOWING DESCRIBED PARCEL (SAID PARCEL BEING THE SAME AS CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION ON MAY 3, 1994 BY DOCUMENT NO. 94395413): BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2: THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 39 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 18.82 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 7 DEGREES 20 MINUTES 56 SECONDS EAST FROM SAID POINT: THENCE NORTHEASTERLY ALONG SAID CURVE, RADIUS 20.00 FEET, CENTRAL ANGLE 82 DEGREES 06 MINUTES 23 SECONDS, 28.66 FEET TO THE EASTERLY LINE OF SAID LOT 2, BEING ALSO A POINT ON A 105.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 74 DEGREES

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45 MINUTES 27 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE, BEING ALSO THE SAID EASTERLY LINE OF LOT 2, RADIUS 105.00 FEET, CENTRAL ANGLE 7 DEGREES 53 MINUTES 42 SECONDS, 14.47 FEET; THENCE SOUTH 7 DEGREES 20 MINUTES 52 SECONDS WEST ALONG TANGENT, BEING ALSO THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 2.83 FEET (3.00 FEET, RECORDED) TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 390 East Higgins Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-21-401-039-0000.

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

The paragraph entitled "Borrower" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Borrower. The word "Borrower" means DSMM LLC - 390 Higgins and includes all co-signers and co-makers signing the Note and all their successors and assigns.

The paragraph entitled "Grantor" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Grantor. The word "Grantor" means DSMM LLC - 360 HIGGINS. The Grantor is the mortgagor under this Mortgage.

The paragraph entitled "Note" in the Mortgage and the Assignment of Rents is hereby deleted and replaced with the following:

Note. The word "Note" means the promissory note dated November 24, 2018, in the original principal amount of **\$244,619.16** from Grantor 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 5.000% 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 \$1,660.09 each and one irregular last payment estimated at \$209,138.83. Grantor's first payment is due December 24, 2018, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on April 24, 2023, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

The paragraph entitled "Trustee" is hereby deleted in the Mortgage and Assignment of Rents.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 24, 2018.

GRANTOR:

DSMM LLC - 390 HIGGINS

By: Dale Markay
Dale Markay, Manager of DSMM LLC - 390 HIGGINS

LENDER:

FIRST BANK & TRUST, A DIVISION OF BYLINE BANK

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Winnebago

On this 24th day of NOVEMBER 2018 before me, the undersigned Notary Public, personally appeared **Dale Markay, Manager of DSMM LLC - 390 HIGGINS**, 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 Karen Kohn Residing at _____

Notary Public in and for the State of IL

My commission expires _____



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LENDER ACKNOWLEDGMENT

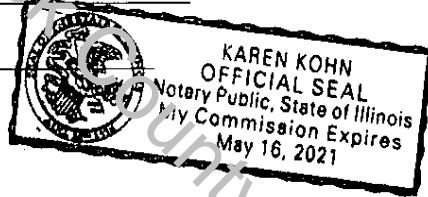
STATE OF Illinois)
) SS
 COUNTY OF Waukegan)

On this 24th day of NOVEMBER, 2018 before me, the undersigned Notary Public, personally appeared BROGAN M MAJIK and known to me to be the MANAGER DIRECTOR, authorized agent for **First Bank & Trust, a Division of Byline Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust, a Division of Byline Bank**, duly authorized by **First Bank & Trust, a Division of Byline Bank** 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 **First Bank & Trust, a Division of Byline Bank**.

By Karen Kohn Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



County Clerk's Office