

# UNOFFICIAL COPY

Doc#: 1908755111 Fee: \$54.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/28/2019 11:37 AM Pg: 1 of 4

**INSTRUMENT PREPARED BY:**

Gold Coast Bank  
1165 N. Clark St. – Suite 200  
Chicago, IL 60610

**AFTER RECORDING, MAIL TO:**

Gold Coast Bank  
Attn: Loan Processing Department  
1165 N. Clark St. – Suite 200  
Chicago, IL 60610

## MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT ("**Agreement**") is made effectively as of March 27, 2019, by and between 7751 W. 47<sup>th</sup> St., LLC, an Illinois LLC, (if more than one, each is referred to as "**Mortgagor**") and GOLD COAST BANK, an Illinois banking corporation ("**Lender**").

### RECITALS:

This Agreement is based upon the following recitals:

A. For full value received, Berwyn Fruit Market, Inc., an Illinois corporation, signed and delivered to Lender a Promissory Note dated July 12, 2012, in the original principal amount of \$5,500,000.00 (said note, together with all renewals, extensions, replacements and modifications thereof is referred to as the "**Note**"), evidencing a closed-end term loan ("**Loan**") made by Lender to Borrower. On September 4, 2018, the principal amount of the Loan and Note was changed from \$5,500,000.00 to \$4,030,000.00.

B. The Note is secured by, among other things, the following:

i. A first priority Mortgage and Assignment of Rents dated September 4, 2018, executed by 7751 W. 47<sup>th</sup> St., LLC, an Illinois LLC, and recorded with the Recorder's Office of Cook County, IL, as document number(s) 1827534023 and 1827534024, upon the real property legally described as follows ("**Mortgaged Premises**"):

LOTS 66 AND 67 IN RIVERSIDE ACRES, A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-01-323-009-0000, 18-01-323-029-0000, and 18-01-323-030-0000

COMMON ADDRESS: 7750 47<sup>th</sup> St., Lyons, IL 60534

A. The Note has been modified by a Change In Terms Agreement ("**Change In Terms Agreement**") of even date herewith, between Borrower and Lender, whereby the Loan is being increased by \$775,000.00 ("**Additional Credit**"), thereby increasing the principal amount of the Note from \$4,030,000.00 to \$4,468,048.51, thereby equaling the new outstanding committed liability under the Loan.

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B. Mortgagor and Lender have agreed to modify the Security Documents to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

C. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Agreement and subordinate its lien to the lien of the Security Documents, as herein modified, which Consent and Subordination is attached hereto as Exhibit "B"), and that the lien of the Security Documents, as herein modified, is a valid, subsisting first lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing Recitals, the parties hereto mutually agree as follows (all capitalized terms used but not defined in this Agreement have the same meanings as assigned to them under the Security Documents):

1. The Security Documents are hereby modified to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.
2. The maximum principal amount of Indebtedness secured by the Security Documents is hereby increased by the amount of the Additional Credit multiplied by two.
3. Except as otherwise provided in this Agreement, all other terms and conditions of the Security Documents and all other documents executed in connection therewith shall remain in full force and effect.

**Continuing Validity.** Nothing herein contained shall in any manner whatsoever impair the Security Documents and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

**Reaffirmation of Security Documents.** Mortgagor hereby ratifies, affirms, confirms and approves the Security Documents and each and every term thereof.

**Release of Claims against Lender.** Except to the extent prohibited by federal or state law, Mortgagor hereby relinquishes and waives all defenses, claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loan evidenced by the Note prior to the date hereof. Mortgagor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

**Binding/Counterparts.** This Agreement will not be binding unless signed by all parties. This Agreement may be executed by each of the parties hereto in separate counterparts and have the same

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force and effect as if it had been executed as a single integrated document. For purposes of negotiating and finalizing this Agreement, the signed Agreement or signature page transmitted by facsimile or email may be treated as the original Agreement or signature page and the parties' signatures on any documents transmitted by facsimile or email may be deemed original signatures.

Mortgagor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. **PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.**

**MORTGAGOR:**

7751 W. 47th St., LLC, an Illinois LLC

By: TJK Management Inc., an Illinois corporation, as  
Manager

By: *Tom Koulouris*  
Tom Koulouris, President

Attest: *Jim Koulouris*  
Jim Koulouris a/k/a Dimitrios  
Koulouris, Secretary

State of Illinois )  
County of *Cook* ) ss.

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Tom Koulouris and Jim Koulouris, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as officers of TJK Management Inc., as Manager of the Mortgagor, appeared before me this day in person and acknowledged that he(she)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said companies, for the uses and purposes therein set forth.

Dated: *March 27*, 20*19*


*Shana Henderson*  
Notary Public



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**LENDER:**

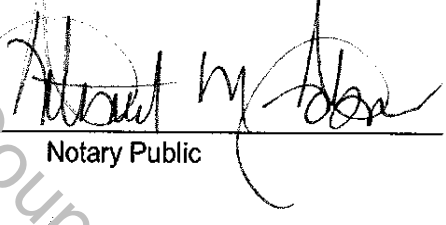
GOLD COAST BANK

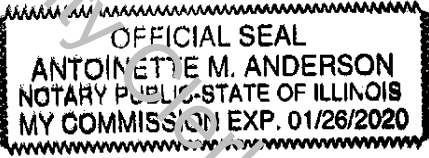
By:   
Its: EWCB

State of Illinois )  
                          ) ss.  
County of Cook )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that John Morgan, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the EVP ICFO of GOLD COAST BANK, appeared before me this day in person and acknowledged that he(he)(she)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

Dated: 3.28., 2019

  
Notary Public



Property of Cook County Clerk's Office