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Doc#. 1909901009 Fee: \$56.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/09/2019 09:34 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Wintrust Bank
231 S. LaSalle
Chicago, IL 60604

WHEN RECORDED MAIL TO:

Wintrust Bank
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Wintrust Bank
231 S. LaSalle
Chicago, IL 60604

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2019, is made and executed between Dream Properties, Inc., an Illinois Corporation, whose address is 3100 W. Carmen, Chicago, IL 60625 (referred to below as "Grantor") and Wintrust Bank, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 10, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on December 18, 2013 as Document #1335222093 and Document #1335222094 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

UNIT NUMBER 841-P7, 843-1B, 845-1B, 841-P4, AND 847-S6 IN MONROE MANOR CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOTS 1, 2, 15, AND 16 TAKEN AS A TRACT, IN BLOCK 9 IN DUNCAN'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 09192479 AND FIRST AMENDMENT, RECORDED AS DOCUMENT 00080464; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 841-849 W. Monroe Street, Units 841-P7, 843-1B, 845-1B, 841-P4 and 847-S6, Chicago, IL 60607. The Real Property tax identification number is 17-17-214-019-1066; 17-17-214-019-1070; 17-17-214-019-1097; 17-17-214-019-1063 and 17-17-214-019-1028.

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

(1) The definition of Note is hereby restated in its entirety to mean the following:

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MODIFICATION OF MORTGAGE (Continued)

Note. The word "Note" means a Promissory Note dated February 5, 2019, as amended from time to time, in the original principal amount of \$1,105,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A FIXED INTEREST RATE.**

(2) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,210,000.00.

(3) The definition of the word **Lender** is hereby modified in its entirety to read as follows:

Lender. The word "Lender" means Wintrust Bank formerly known as North Shore Community Bank & Trust Company.

(4) The following paragraphs are hereby added to the Mortgage:

TAX 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 taxes 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 property, 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 on 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.

Waiver of Right of Redemption

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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

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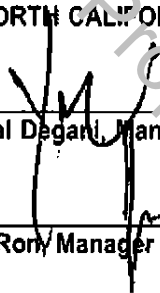
MODIFICATION OF MORTGAGE (Continued)

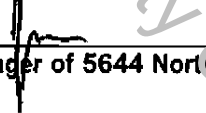
Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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 5, 2019.

GRANTOR:

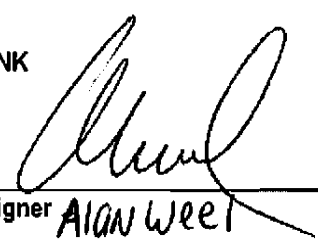
5644 NORTH CALIFORNIA LLC

By:  _____
Yuval Degani, Manager of 5644 North California LLC

By:  _____
Avi Ron, Manager of 5644 North California LLC

LENDER:

WINTRUST BANK

X  _____
Authorized Signer Alan Weet

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 5th day of February, 2019 before me, the undersigned Notary Public, personally appeared Yuval Degani, President of Dream Properties, Inc. and Avi Ron, Secretary of Dream Properties, 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 board 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 Nilda Flores Residing at 2315 Loselle St

Notary Public in and for the State of IL Chicago IL 60604

My commission expires 4-12-2022



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 5th day of February, 2019 before me, the undersigned Notary Public, personally appeared Alan Wood and known to me to be the S.I.T., authorized agent for **Wintrust Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Wintrust Bank**, duly authorized by **Wintrust 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 **Wintrust Bank**.

By Nilda Flores Residing at 231 S. LaSalle St
Chicago IL 60604

Notary Public in and for the State of IL

My commission expires 4-12-2022



Cook County Clerk's Office