

# UNOFFICIAL COPY

Doc#: 1910055041 Fee: \$54.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 04/10/2019 08:55 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Schaumburg Bank & Trust  
Company, N.A.  
1145 N. Arlington Heights  
Road  
Itasca, IL 60143

**WHEN RECORDED MAIL TO:**

Schaumburg Bank & Trust  
Company, N.A.  
9801 W Higgins, Suite 400  
Rosemont, IL 60013

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Operations, Loan Documentation Administrator  
Schaumburg Bank & Trust Company, N.A.  
1145 N. Arlington Heights Road  
Itasca, IL 60143

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2019, is made and executed between 2045 Highland Avenue LLC (referred to below as "Grantor") and Schaumburg Bank & Trust Company, N.A., whose address is 1145 N. Arlington Heights Road, Itasca, IL 60143 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 5, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 24, 2015 in the office of the Cook County Recorder of Deeds as Document No. 1505547109.

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

PARCEL 1: LOT 12 IN BLOCK 3 OF PINE CREST, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2045 Highland Ave., Wilmette, IL 60091. The Real Property tax identification number is 05-33-114-001-0000.

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

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

**Note.** The word "Note" means a Promissory Note dated February 5, 2019, as amended from time to time, in the original principal amount of \$1,756,250.00 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.

(2) The paragraph titled **MAXIMUM LIEN** is hereby restated in its entirety to mean the following:

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(Continued)**

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**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 \$3,512,500.00.

**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.

**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:

2045 HIGHLAND AVENUE LLC

By: 

Bernice Gibala, Manager of 2045 Highland Avenue LLC

LENDER:

SCHAUMBURG BANK &amp; TRUST COMPANY, N.A.

  
 Authorized Signer

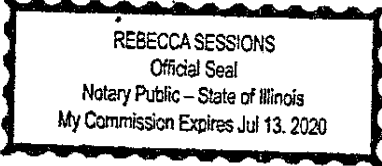
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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF Cook )



On this 5<sup>th</sup> day of February, 2019 before me, the undersigned Notary Public, personally appeared Zornitsa Titova and known to me to be the VP CRE, authorized agent for Schaumburg Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Schaumburg Bank & Trust Company, N.A., duly authorized by Schaumburg Bank & Trust Company, N.A. 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 Schaumburg Bank & Trust Company, N.A.

By Rebecca Sessions Residing at 9700 W Higgins Road Rosemont IL

Notary Public in and for the State of ILLINOIS

My commission expires Jul 13, 2020

Cook County Clerk's Office

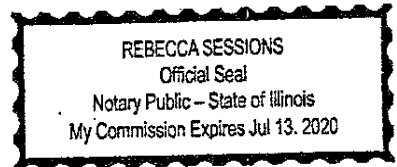
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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF Cook

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On this 5<sup>th</sup> day of February, 2019 before me, the undersigned Notary Public, personally appeared Perrice Gibala, Manager of 2045 Highland Avenue LLC, 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 Rebecca Sessions Residing at 9700 W Higgins Road Rosemont IL

Notary Public in and for the State of ILLINOIS

My commission expires Jul 13, 2020

Cook County Clerk's Office