

# UNOFFICIAL COPY

Doc#. 1915649053 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 06/05/2019 12:02 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Div 20  
6111 N. River Road  
Rosemont, IL 60018

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Glizarry/Deal #68107/CC #159/CZG  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*8441\*

**THIS MODIFICATION OF MORTGAGE** dated April 17, 2019, is made and executed between 943 WEST RANDOLPH LLC, whose address is 943 W Randolph St, Chicago, IL 60607-2220 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 15, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 15, 2010 executed by 943 WEST RANDOLPH LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 3, 2010 as document no. 1003444010, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 3, 2010 as document no. 1003444011.

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

LOTS 5 AND 6 (EXCEPT THE NORTH 35 FEET OF EACH OF SAID LOTS CONVEYED TO CITY OF CHICAGO FOR WIDENING RANDOLPH STREET) IN THE SUBDIVISION OF NORTH 100 FEET OF LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 40 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 941 W Randolph St, Chicago, IL 60607. The Real Property tax identification number is 17-08-439-014-0000 and 17-08-439-015-0000.

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(Continued)**

Page 2

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated April 17, 2019 in the original principal amount of \$700,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien/Maximum Indebtedness" set forth in the Mortgage secures the entire principal amount of the Loans, interest accrued thereon and all other Obligations. Under no circumstances, however, shall the aggregate principal indebtedness exceed an amount equal to two (2) times the original principal amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

**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.

**WAIVER.** GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 17, 2019.**

**GRANTOR:**

943 WEST RANDOLPH LLC

By: *Sam A. Sianis*  
Sam A. Sianis, Member of 943 WEST RANDOLPH LLC

By: *Irene Sianis*  
Irene Sianis, Member of 943 WEST RANDOLPH LLC

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of April, 2019 before me, the undersigned Notary Public, personally appeared Catherine Gula and known to me to be the Vice President, authorized agent for MB Financial Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MB Financial Bank, N.A., duly authorized by MB Financial Bank, 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 MB Financial Bank, N.A..

By Minerva Rodriguez Residing at 800 W Madison St. Chicago, IL 60609  
 Notary Public in and for the State of Illinois  
 My commission expires 4/29/2021



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

MB FINANCIAL BANK, N.A.

X *Gather Linder*  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK



On this 23rd day of April, 2019 before me, the undersigned Notary Public, personally appeared **Sam A. Sianis, Member of 943 WEST RANDOLPH LLC** and **Irene Sianis, Member of 943 WEST RANDOLPH LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Vasiliki Drebos*

Residing at 1314 W. Willow Ln  
Mt Prospect, IL 60056

Notary Public in and for the State of Illinois

My commission expires 8/13/2022