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THIS INSTRUMENT PREPARED BY:

Kelly A. Peterson, Esq. Northeast Bank 200 Berkeley Street, 17th Floor Boston, MA 02116

RECORD AND RETURN TO:

Northeast Bank P.O. Box 171679 Boston, MA 02117 Attn: Legal Dept. Doc#. 1917049209 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 06/19/2019 11:50 AM Pg: 1 of 5

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS

This Modific tion of Mortgage. Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents (the "<u>Agreement</u>") is effective as of May <u>30</u>, 2019 by and between 3202 N Creero LLC, an Illinois limited liability company with an address of 1030 N. Wolcott Avenue, Unit 3, Chicago, Illinois 60622 (the "<u>Grantor</u>") and Northeast Bank, a Maine banking corporation with an address of 50% Canal Street, Lewiston, ME 04240 (the "<u>Bank</u>").

The Bank is the current owner and holder of the following instruments:

- A. A certain Mortgage. Assignment of Lease's and Rents, Security Agreement and Fixture Filing dated March 1, 2017 granted by the Grantor in favor of the Bank, recorded with the Cook County (Illinois) Recorder of Deeds (the "Recorder") on March 9, 2017 as Document No. 1706844010 (as modified or amended to date, the "Mortgage") affecting certain real property known and numbered as 3202 North Cicero Avenue, Chicago, Illinois 60641 (the "Property"); and
- B. A certain Assignment of Leases and Rents dated March 1,2017 granted by the Grantor in favor of the Bank, recorded with the Recorder on March 9, 2017 as pocument No. 1706844011 (the "AOR" and together with the Mortgage, the "Security Instrument."), which affects the Property.

The Security Instruments secure the present and future obligations, liabilities and indebtedness of the Grantor to the Bank, including without limitation, a certain Secured Promissory Note dated March 1, 2017 in the original principal amount of \$1,695,000.00 made by the Grantor payable to the Bank (as the same may have been modified or extended to date, the "Note").

The Bank capitalized certain outstanding amounts due and owing on the Note on or around the date of this Agreement. The Grantor and the Bank acknowledge and agree that with the capitalization of the amounts due and owing to the Bank under the Note and associated loan documents secured by the Security Instruments, the current total principal amount due the Bank as of the date of this Agreement, not including accrued and unpaid interest, is \$1,836,720.83 (the "Unpaid Principal Balance"), as more fully set forth in that certain Modification Agreement of even date by and among the Grantor, a certain third party guarantor and the Bank (the "Modification Agreement").

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For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

- The Security Instruments shall secure (i) the Note, as amended by the Modification
 Agreement, now in an amount equal to the Unpaid Principal Balance, and (ii) all
 indebtedness, liabilities and obligations of the Grantor to the Bank, whether now existing or
 hereafter arising;
- 2. The Grantor does hereby MORTGAGE, ENCUMBER, GRANT, BARGAIN, SELL AND CONVEY unto the Bank, its successors and assigns, forever, for the benefit of the Bank with the power of sale and right of entry and possession, AND GRANTS TO THE BANK A SCURITY INTEREST in the Property described in the Mortgage to the secure the Note, as amended by the Modification Agreement;
- 3. The terms and provisions of the Security Instruments are hereby amended as and where necessary to effectuate the terms of this Agreement; and
- 4. Except as specifically amended herein, all terms and conditions of the Security Instruments are hereby ratified, confirmed, and reaffirmed.

This Agreement has been duly executed by the Grantor on behalf of the Bank as of the date first written above.

"Sank"

-NORTHEAST BANK

"Grantor"

3202 N CICERO LLC

By: Todd Jason Smith

Its: Manager

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STATE OF Massachusetts COUNTY OF Suffalle, ss.	
COUNTY OF Suffalle, ss.	
personally appeared, proved to me through saidentification based on	the undersigned notary public, Christophic Hickory atisfactory evidence of identification, which was to be the person whose name is signed on the preceding or that he/she signed it voluntarily for its stated purpose as Maine chartered banking corporation, as the voluntary act of
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Printed Name:	
My Commission Expires:	C

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\		My Commission Expires Nov. 10,	

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Exhibit A

LOTS 7, 8, 9, AND 10 IN BLOCK 4 IN EDWARDS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 13-21-422-039-0000

idress:

Cook County Clerk's Office Commet. address: