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Edward M. Moody
Cook County Recorder of Deeds
Date: 07/11/2019 10:04 AM Pg: 1 of 5

400341566-DDI

RECORDATION REQUESTED BY:

Baxter Credit Union
Commercial Lending
340 N Milwaukee Avenue
Vernon Hills, IL 60061

non agency

WHEN RECORDED MAIL TO:

Baxter Credit Union
Commercial Lending
340 N Milwaukee Avenue
Vernon Hills, IL 60061

SEND TAX NOTICES TO:

Baxter Credit Union
Commercial Lending
340 N Milwaukee Avenue
Vernon Hills, IL 60061

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Renee Berdeaux, Commercial Loan Closer
Baxter Credit Union
340 N Milwaukee Avenue
Vernon Hills, IL 60061

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 21, 2019, is made and executed between Suissealpin LLC, an Delaware Limited Liability Company, whose address is 1740 Oak Avenue, Evanston, IL 60201 (referred to below as "Grantor") and Baxter Credit Union, whose address is 340 N Milwaukee Avenue, Vernon Hills, IL 60061 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 14, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

(A) the Mortgage dated November 2, 2017 recorded with the Cook County, Illinois Recorder of Deeds on December 14, 2017 as Document No. 1734846095 made by Borrower to and for the benefit of Lender, conveying certain real property located in Cook County, State of Illinois

(B) the Assignment of Rents dated November 2, 2017 recorded with the Cook County, Illinois Recorder of Deeds on December 14, 2017 as Document No. 1734846096 made by Borrower to and for the benefit of Lender.

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

PARCEL 1: UNIT NUMBERS 1740-C-1 AND 1740-C-2 IN THE SIENNA COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF PARTS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 AND 2 (EXCEPT THE WESTERLY 11 FEET THEREOF); LOT 3 (EXCEPT THE WESTERLY 11 FEET OF THE NORTHERLY 12 FEET THEREOF); LOTS 4 AND 5 AND THE NORTH 2 FEET OF LOT 6; ALL OF LOTS 16, 17, 18, 19 AND 20 AND LOT 21 (EXCEPT THAT PART OF LOT 21 WHICH LIES NORTH AND EAST OF A STRAIGHT LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21); THE VACATED NORTH-SOUTH PUBLIC ALLEY, LYING BETWEEN SAID LOTS 1 TO 6, INCLUSIVE AND LOTS

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16 TO 21, INCLUSIVE; THAT PART OF THE VACATED SOUTH 8 FEET OF CLARK STREET, WHICH LIES EAST OF THE WEST LINE OF SAID LOTS 1 TO 6, INCLUSIVE EXTENDED IN A NORTHEASTERLY DIRECTION AND WEST OF THE SOUTH LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21 EXTENDED IN A NORTHWESTERLY DIRECTION; ALSO LOTS 'A', 'B', 'C' AND LOT 'D' (EXCEPT THE WEST 25 FEET THEREOF) IN GROVER AND CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8; ALL OF THE AFORESAID PROPERTY BEING LOCATED IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY; ALSO LOT 1 AND THE WEST 25 FEET OF LOT "D" IN GROVER AND CURREYS SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8 IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "G" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0614544065, AS AMENDED; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SIENNA CONDOMINIUMS AND THE 1718 OAK AVENUE GARAGE RECORDED DECEMBER 29, 2005 AS DOCUMENT NO. 0536327057.

PARCEL 3: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NOS. 300, 301, 302, 303, 309, 312, 318 AND 331, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1740 Oak Avenue, Suite C1 and Suite C2, Evanston, IL 60201. The Real Property tax identification number is 11-18-122-035-1112 and 11-18-122-035-1113.

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

The provision referred to as "Maximum Lien" in the Mortgage is hereby amended and restated as follows: "At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to provide the security of the Mortgage, exceed \$640,000.00."

The provision referred to as "Note" in the Mortgage and in the Assignment of Rents is hereby amended and restated as follows: "The word "Note" means the Promissory Note dated June 21, 2019 made by Grantor to the order of Lender, in the original principal amount of \$640,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions of, such note. Grantor promises to pay the said principal sum and interest in the manner and at the interest rate provided in the Note. The unpaid principal amount and all accrued and unpaid interest due under the Note, together with all other amounts due under any Related Documents, if not sooner paid, shall be due on July 1, 2024."

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,

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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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 21, 2019.

GRANTOR:

SUISSEALPIN LLC

By: 

David B. Loucks, Member of Suissealpin LLC

LENDER:

BAXTER CREDIT UNION

x 

Wendy A. Basch, Director, Business Services

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Lake)

On this 5th day of July, 2019 before me, the undersigned Notary Public, personally appeared David B. Loucks, Member of Suissealpin 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 Renee Berdeaux Residing at 528 Abbeywood Dr, Cary, IL 60013

Notary Public in and for the State of ILLINOIS

My commission expires August 1, 2022



Proprietor of Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 5th day of July, 2019 before me, the undersigned Notary Public, personally appeared Wendy A. Basch and known to me to be the **Director, Business Services**, authorized agent for **Baxter Credit Union** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Baxter Credit Union**, duly authorized by **Baxter Credit Union** 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 **Baxter Credit Union**.

By Renee Berdeaux Residing at 528 Abbeywood Dr
Carle, IL 60013

Notary Public in and for the State of Illinois

My commission expires August 1, 2022

