

UNOFFICIAL COPY

Doc#: 1920546326 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 07/24/2019 01:16 PM Pg: 1 of 5

RECORDATION REQUESTED BY:

FNBC Bank and Trust
LaGrange Office
620 W Burlington Ave
LaGrange, IL 60525

WHEN RECORDED MAIL TO:

FNBC Bank and Trust
Attn: Loan Operations
620 W. Burlington Avenue
La Grange, IL 60525

FOR RECORDER'S USE ONLY

19017358

This Modification of Mortgage prepared by:

Central Loan Operations
FNBC Bank and Trust
620 W Burlington Ave
LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 5, 2019, is made and executed between Highcas Investments, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W Burlington Ave, LaGrange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 8, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded October 27, 2009 in the office of the Cook County Recorder of Deeds and known as Document Number 0930033022.

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

LOTS 14, 15, 16, 17, 18 AND 19 IN BLOCK 8 IN HOLLYWOOD, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8400 Brookfield Avenue, Brookfield, IL 60513. The Real Property tax identification number is 15-35-310-042-0000.

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

The Cross Default and the Tax Reserves paragraphs below are hereby added to the Mortgage:

CROSS DEFAULT. The Indebtedness of the Borrower or Grantor to Lender shall be cross defaulted with all obligations, debts and liabilities, plus interest thereon, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise and whether recovery upon such amounts may be or hereafter may become barred by any

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

statute of limitations and whether the obligation to repay such amounts may be or hereafter may become otherwise enforceable

TAX RESERVES: Borrower agrees that upon an Event of Default, Lender reserves the right to require Borrower to establish and maintain a reserve account 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 as otherwise required herein. Thereafter, Borrower 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 fractions 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. If required by Lender, Borrower shall further pay at the same time 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, assessments and other charges subject to the requirements of applicable law, Borrower shall pay the difference in one or more payments as Lender requires. Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any 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.

All other terms and conditions remain unchanged.

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 endorser 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.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE
(Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IllinoisCOUNTY OF Cook

)

) SS

)



On this 24th day of July, 2019 before me, the undersigned Notary Public, personally appeared **Michael F Cronin, Managing Member of Highcas Investments, LLC and William B White, Managing Member of Highcas Investments, 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 Tamara A PowersResiding at ChicagoNotary Public in and for the State of IllinoisMy commission expires 9/21/21

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 2019.

GRANTOR:

HIGHCAS INVESTMENTS, LLC

By: 

Michael F Cronin, Managing Member of Highcas Investments,
LLC

By: 

William B White, Managing Member of Highcas Investments,
LLC

LENDER:

FNBC BANK AND TRUST

X 

P. Kevin McLaughlin, Senior Vice President

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Page 5

LENDER ACKNOWLEDGMENTSTATE OF IllinoisCOUNTY OF Cook))
) SS
)

On this 29th day of July, 2019 before me, the undersigned Notary Public, personally appeared P. Kevin McLaughlin and known to me to be the **Senior Vice President**, authorized agent for **FNBC Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FNBC Bank and Trust**, duly authorized by **FNBC Bank and Trust** 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 **FNBC Bank and Trust**.

By Tamara A. Powers Residing at LaGrange

Notary Public in and for the State of IllinoisMy commission expires 9/21/21