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RECORDATION REQUESTED BY:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

 *1922722067*	
Doc#	1922722067 Fee \$88.00
RHSP FEE:	\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY	
COOK COUNTY RECORDER OF DEEDS	
DATE:	08/15/2019 11:37 AM PG: 1 OF 5

WHEN RECORDED MAIL TO:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations Department
Albany Bank and Trust Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 9, 2019, is made and executed between ALBANY BANK AND TRUST COMPANY, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 13, 2000, AND KNOWN AS TRUST NUMBER 11-5627, whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 4, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Recorder of Deeds (Recorder's Office) in County, Illinois on December 1, 2016, as Document No. 1633618052 and modified by that certain Modification of Mortgage dated June 10, 2019 recorded with the Recorder's Office on June 12, 2019 as Document No. 1916345026 together with that certain Assignment of Rents dated November 4, 2016 recorded with the Recorder's Office on as Document No. 1633618053.

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

PARCEL 1:

THAT PART OF LOTS 14, 17, 18, 19 AND 21 TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN OWNERS DIVISION OF HEALY INDUSTRIAL DISTRICT COMPRISING CERTAIN TRACTS OF LAND IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF SAID COOK COUNTY, ON JULY 25, 1925 AS DOCUMENT NO, 8986164 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18; THENCE NORTH 00 DEGREES 20 MINUTES 41 SECONDS WEST ON THE WEST LINE OF SAID LOTS 18 AND 19 ALSO BEING THE EAST LINE OF N. KILDARE AVENUE A DISTANCE OF 360.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 19

\$	Y
P	5
S	—
M	X
SC	—
E	X
INT	X

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MODIFICATION OF MORTGAGE (Continued)

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THENCE SOUTH 90 DEGREES EAST ON THE NORTH LINE OF SAID LOT 19 DISTANCE OF 247.90 FEET TO A POINT OF CURVE; THENCE EASTERLY ON THE NORTHERLY LINE OF SAID LOT 19 BEING A CURVED LINE TO THE RIGHT AND HAVING A RADIUS OF 366.26 FEET A DISTANCE OF 98.11 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING, THE CHORD OF SAID CURVED LINE BEING 97.81 FEET HAVING A BEARING OF SOUTH 82 DEGREES 19 MINUTES 52 SECONDS EAST; THENCE SOUTH 83 DEGREES 00 MINUTES 36 SECONDS EAST A DISTANCE OF 74.62 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 14, SAID POINT BEING 116.77 FEET WESTERLY OF AND AT RIGHT ANGLES TO THE STRAIGHT PORTION OF THE EASTERLY LINE OF SAID LOT 21; THENCE EASTERLY ON THE NORTHERLY LINE OF SAID LOT 14 BEING A CURVED LINE TO THE RIGHT HAVING A RADIUS OF 384.26 FEET A DISTANCE OF 122.61 FEET, THE CHORD OF SAID CURVED LINE BEING 122.09 FEET HAVING A BEARING OF SOUTH 54 DEGREES 26 MINUTES 20 SECONDS EAST BEING A CORNER OF SAID LOT 14 AND 21 AND ALSO THE MOST SOUTHERLY CORNER OF LOT 20 IN SAID OWNERS DIVISION; THENCE NORTH 44 DEGREES 42 MINUTES 08 SECONDS EAST A DISTANCE OF 13.53 FEET ON THE LINE BETWEEN SAID LOTS 20 AND 21 TO THE MOST EASTERLY CORNER OF LOT 20 AND ALSO A CORNER OF LOT 21; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST PARALLEL TO THE NORTH LINE OF SAID LOT 21 A DISTANCE OF 19.42 FEET TO AN INTERSECTION WITH A CURVED PORTION OF THE EASTERLY LINE OF SAID LOT 21; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 21, SAID EASTERLY LINE BEING A CURVED LINE TO THE LEFT A DISTANCE OF 19.13 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID CURVED LINE BEING 19.12 FEET AND HAVING A BEARING OF SOUTH 18 DEGREES 39 MINUTES 35 SECONDS EAST; THENCE SOUTH 20 DEGREES 08 MINUTES 51 SECONDS EAST ON SAID EASTERLY LINE OF LOT 21 A DISTANCE OF 43.81 FEET TO THE MOST SOUTHERLY CORNER OF LOT 21 WHICH ALSO LIES ON THE NORTHEASTERLY LINE OF SAID LOT 14; THENCE CONTINUING SOUTH 20 DEGREES 08 MINUTES 51 SECONDS EAST A DISTANCE OF 80.0 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 14, ALSO BEING THE NORTHEASTERLY LINE OF LOT 17; THENCE SOUTH 45 DEGREES 17 MINUTES 47 SECONDS EAST ON THE NORTHEASTERLY LINE OF SAID LOT 17 A DISTANCE OF 152.85 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 17; THENCE SOUTH 44 DEGREES 51 MINUTES 14 SECONDS WEST ON THE SOUTHEASTERLY LINE OF SAID LOT 17 A DISTANCE OF 48.80 FEET TO A CORNER OF LOT 17 ON THE SOUTH LINE OF LOT 17 WHICH IS ON THE NORTH LINE OF WEST SCHUBERT AVENUE; THENCE WEST ON THE SOUTH LINE OF SAID LOTS 17 AND 18, ALSO BEING THE NORTH LINE OF WEST SCHUBERT AVENUE A DISTANCE OF 667.98 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS AND FOR VEHICULAR TRAFFIC FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON PLAT OF SURVEY BY CERTIFIED SURVEY CO. DATED DECEMBER 8, 1999 OVER & UPON THE FOLLOWING:

A 20 FOOT STRIP OF LAND LYING SOUTHEASTERLY OF THE SOUTHEASTERLY CORNER OF LOT 17 AFORESAID AND THE SOUTHEASTERLY 20 FEET OF LOT 14 IN OWNERS DIVISION AFORESAID (EXCEPT THAT PART FALLING IN PARCEL 1)

The Real Property or its address is commonly known as 2701 N. Kildare Avenue, Chicago, IL 60639. The Real Property tax identification number is 13-27-402-007-0000; 13-27-402-025-0000; 13-27-402-035-0000; and 13-27-402-043-0000.

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

As of the date hereof, the principal amount of the original Note, as amended, secured by said Mortgage is hereby increased from \$5,000,000.00 to a maximum principal amount of \$6,500,000.00. In conjunction with this Modification Borrower will execute a Promissory Note of even date, which said Promissory Note is a replacement and substitution for, but not a cancellation for, or a repayment for, but amends and restates the debt previously evidenced by that certain original Note dated November 4, 2016, in the original principal amount of \$4,000,000.00, and further modified pursuant to that certain Note dated June 10, 2019, in the principal amount of \$5,000,000.00 executed by Borrower to Lender. Upon the execution of the Promissory Note of even date by Borrower, all indebtedness outstanding under the original Note dated

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MODIFICATION OF MORTGAGE (Continued)

November 4, 2016, and that certain Note dated June 10, 2019, in the principal amount of \$5,000,000.00 executed by Borrower to Lender, shall be deemed to be outstanding under this Modification, Mortgage and Related Documents, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Payments on the Note are to be made in accordance to the payment schedule set forth in the Promissory Note of even date, as it may be amended from time to time. Any reference to Note, Mortgage or other Related Documents to the maximum principal amount of the Loan shall mean \$6,500,000.00.

II. All reference in the Mortgage to the Maximum Lien of \$10,000,000.00 is hereby deleted and substituted in lieu thereof with the following:

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security interest of Mortgage, exceed \$13,000,000.00.

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 AUGUST 9, 2019.

GRANTOR:

ALBANY BANK AND TRUST COMPANY, N.A., TRUST NUMBER 11-5627

ALBANY BANK AND TRUST COMPANY, N.A., not personally but as Trustee under that certain trust agreement dated 03-13-2000 and known as ALBANY BANK AND TRUST COMPANY, N.A., TRUST NUMBER 11-5627.

By: 
Authorized Signer for ALBANY BANK AND TRUST COMPANY,
N.A.

This document is executed by ALBANY BANK & TRUST COMPANY, N.A. not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY, N.A., by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X [Signature]
Authorized Officer

TRUST ACKNOWLEDGMENT

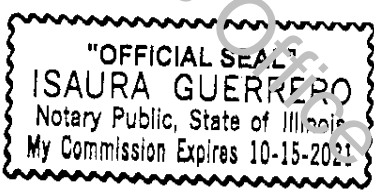
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 9 day of August, 2019 before me, the undersigned Notary Public, personally appeared Brenda Helms of ALBANY BANK AND TRUST COMPANY, N.A., Trustee of ALBANY BANK AND TRUST COMPANY, N.A., TRUST NUMBER 11-5627, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10/15/2021



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 9 day of August, 2019 before me, the undersigned Notary Public, personally appeared Raan Withland and known to me to be the Loan Officer, authorized agent for **Albany Bank and 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 **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and 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 **Albany Bank and Trust Company, N.A.**

By Isaura Guerrero Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10/15/21

