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1923308115

RECORDATION REQUESTED BY:

BankFinancial, National Association
60 North Frontage Road
Burr Ridge, IL 60527

Doc# 1923308115 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/21/2019 11:53 AM PG: 1 OF 4

WHEN RECORDED MAIL TO:

BankFinancial, National Association
60 North Frontage Road
Burr Ridge, IL 60527

SEND TAX NOTICES TO:

BankFinancial, National Association
60 North Frontage Road
Burr Ridge, IL 60527

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

1902038702 (CS)
BankFinancial, National Association
60 North Frontage Road
Burr Ridge, IL 60527

PRO TITLE GROUP, INC.
5140 MAIN STREET
DOWNS GROVE, IL 60515

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 2, 2019, is made and executed between Briella, LLC, an Illinois limited liability company, whose address is 15332 Oxford Drive, Orland Park, IL 60462 (referred to below as "Grantor") and BankFinancial, National Association, whose address is 60 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 27, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents dated January 27, 2009 and recorded on February 6, 2009 in the Cook County, IL Recorder of Deeds as Document Numbers 0903712047 and 0903712048, respectively.

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

PARCEL 1: LOT 1 (EXCEPT THE SOUTH 250 FEET THEREOF) IN BLOCK 3 IN WILLIAM FLEMING'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 49.51 FEET OF LOT "A" IN WAKEFORD SEVENTH ADDITION, BEING FRANK T. CRAWFORD'S SUBDIVISION OF LOTS 2, 3, 8 & 9 IN BLOCK 3 OF WILLIAM FLEMING'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7400-7402 S. Eberhart Ave./453 E. 74th St., Chicago, IL 60619. The Real Property tax identification number is 20-27-225-017-0000 and 20-27-225-027-0000.

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

1907031

Cook

PRO TITLE GROUP, INC

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR. The Grantor is hereby amended to Briella, LLC, an Illinois limited liability company, whose address is 15332 Oxford Drive, Orland Park, IL 60462.

MATURITY DATE. The Maturity Date is hereby extended indefinitely.

PAYMENT. Payments are hereby amended to the following: 120 monthly consecutive principal and interest payments in the initial amount of \$1,199.56 each, beginning September 1, 2019, with interest calculated on the unpaid principal balances using an initial discounted interest rate of 4.750%; and 180 monthly consecutive principal and interest payments, beginning September 1, 2029, with interest calculated on the unpaid principal balances using an interest rate based on the Index described therein the Note, plus a margin of 2.500%. Borrower's final payment will be due on August 1, 2044 and will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

VARIABLE INTEREST RATE. For the first 120 payments, the interest rate on this loan will be 4.750%. Thereafter, the interest rate on the Note is subject to change from time to time based on changes in an index which is the "6 Month LIBOR rate" as described in the Bloomberg Financial Markets system, or other authoritative source selected by Lender in its sole discretion, as of two business days prior to the first business day of the current month (the "Index"). Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each six months. Borrower understands that Lender may make loans based on other rates as well. The interest rate or rates to be applied to the unpaid principal balance during the Note will be the rate or rates set forth therein the "Payment" section of the Note. Notwithstanding any other provision of the Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on the Note be less than 4.750% per annum or more than (except for any higher default rate shown below) the lesser of 10.750% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 1.000 percentage points.

PREPAYMENT PENALTY. Borrower may prepay the Note in whole, but not in part, provided that the Borrower pay a prepayment premium equal to: 2.00% of the outstanding principal balance in years 1-7; 1.00% of the outstanding principal balance in years 8-9; Borrower may prepay the Note without a premium after year 9. Anything to the contrary notwithstanding, within any twelve (12) month period beginning on the date hereof, Borrower may make partial prepayments in an amount not to exceed 20% of the outstanding principal balance at the beginning on each such period without any prepayment premium.

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.

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MODIFICATION OF MORTGAGE (Continued)

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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 2, 2019.

GRANTOR:

BRIELLA, LLC

By: *Elsie Briette*
Elsie Briette, Managing Member of Briella, LLC

LENDER:

BANKFINANCIAL, NATIONAL ASSOCIATION

X *[Signature]*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

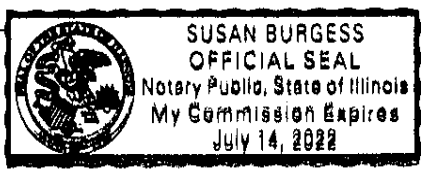
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On this 2ND day of AUGUST, 2019 before me the undersigned Notary Public, personally appeared Elsie Briette, Managing Member of Briella, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 *[Signature]* Residing at *Belmont Park, IL*

Notary Public in and for the State of Illinois

My commission expires 7/14/22



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS _____)

) SS

COUNTY OF COOK _____)

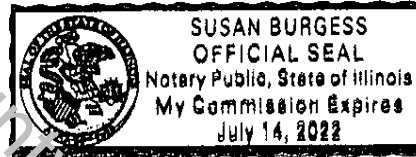
On this 2nd day of AUGUST, 2019 before me, the undersigned Notary Public, personally appeared CHRISTINA STAVROPOULOS and known to me to be the VICE PRESIDENT, authorized agent for **BankFinancial, National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BankFinancial, National Association**, duly authorized by **BankFinancial, National Association** 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 **BankFinancial, National Association**.

By Susan Burgess _____

Residing at Belmont Park II _____

Notary Public in and for the State of Illinois _____

My commission expires 7/14/22 _____



CLERK'S OFFICE OF COOK COUNTY