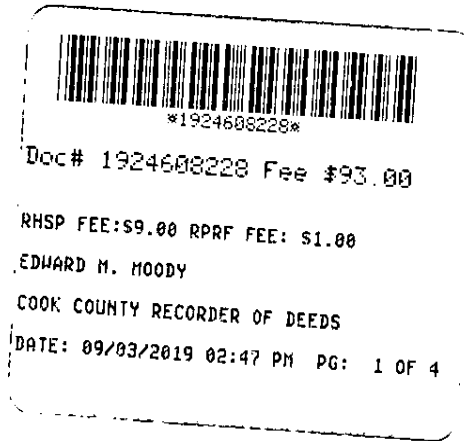


UNOFFICIAL COPY

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
DEERFIELD
8750 WEST BRYN MAWR
AVENUE
SUITE 1300
CHICAGO, IL 60631-3655



WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

LN 84699-1 CC 57205 Ofc code 1874

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 16, 2019, is made and executed between 901 CHEROKEE, LLC, whose address is 901 CHEROKEE ROAD, WILMETTE, IL 600911320 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 9, 2017 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded March 16, 2017 as Document Number 1707512047, in Cook County.

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

LOT 19 IN INDIAN HILL ESTATE UNIT NO. 2 A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 901 CHEROKEE ROAD, WILMETTE, IL 600911320. The Real Property tax identification number is 05-29-425-014-0000.

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

To delete the paragraph entitled "Maximum Lien" therein its entirety and insert in lieu thereof the following: "Maximum Lien". At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$900,000.00."

To delete the paragraph titled, "THIS MORTGAGE" therein its entirety and insert in lieu thereof the following: THIS MORTGAGE dated March 9, 2017, is made and executed between 901 Cherokee, LLC (referred to below as "Grantor") and First Midwest Bank, as successor in interest to NorStates Bank, whose address is 300 North Hunt Club, Gurnee, IL 60031-2502.

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

Page 2

To delete the paragraph titled, "LENDER" therein its entirety and insert in lieu thereof the following: "LENDER. The word "Lender" means First Midwest Bank, as successor in interest to NorStates Bank.

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the Promissory Note dated August 16, 2019 in the original principal amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the Promissory Note all of which are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest."

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 16, 2019.

GRANTOR:

901 CHEROKEE, LLC

By: 

DEMETRIOS SOUKOULIS, Member of 901 CHEROKEE, LLC

LENDER:

FIRST MIDWEST BANK

x 

Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

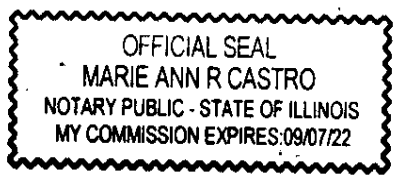
STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 26th day of August, 2019 before me, the undersigned Notary Public, personally appeared **DEMETRIOS SOUKOULIS**, Member of **901 CHEROKEE, 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 Marie Ann R. Castro Residing at 725 Waukegan Rd. Deerfield, IL 60015

Notary Public in and for the State of Illinois

My commission expires 9/7/2022



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

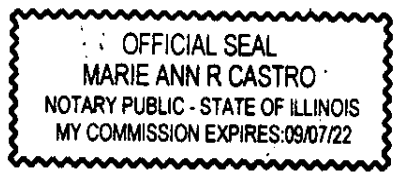
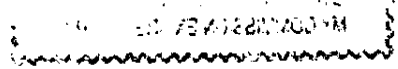
COUNTY OF Lake)

On this 26th day of August, 2019 before me, the undersigned Notary Public, personally appeared Roger Kieffer and known to me to be the RE Portfolio Manager, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 **FIRST MIDWEST BANK**.

By Marie Ann R Castro Residing at 725 Waukegan Rd. Deerfield, IL 60015

Notary Public in and for the State of Illinois

My commission expires 9/7/2022



Cook County Clerk's Office