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RECORDATION REQUESTED BY:

First National Bank of Omaha
Branch #020
141 W. Lincoln Hwy
DeKalb, IL 60115

Doc#. 1925313085 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/10/2019 10:28 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

First National Bank of Omaha
Branch #020
141 W. Lincoln Hwy
DeKalb, IL 60115

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Michelle McLean, Commercial Loan Documentation
First National Bank of Omaha
141 W. Lincoln Hwy
DeKalb, IL 60115



First National Bank

MODIFICATION OF MORTGAGE



#####580807122019

THIS MODIFICATION OF MORTGAGE dated August 30, 2019, is made and executed between Pouloukefalos Enterprises II, LLC, a Delaware limited liability company, whose address is 27 Cutlers Run, Barrington, IL 60010 (referred to below as "Grantor") and First National Bank of Omaha, whose address is 141 W. Lincoln Hwy, DeKalb, IL 60115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 12, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage recorded on July 23, 2018 in the office of the Cook County Recorder as document number 1820449028.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 802 E. Devon Ave., Bartlett, IL 60103.

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

MAXIMUM OBLIGATION LIMIT: the total principal amount secured by the security instrument at any one

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MODIFICATION OF MORTGAGE

(Continued)

time will not exceed **\$4,000,000.00** which is a **\$750,000.00 increase** in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the security instrument. Also, this limitation does not apply to advances made under the terms of the security instrument to protect lender's security and to perform any of the covenants contained in the security instrument.

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.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

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 30, 2019.

GRANTOR:

POULOKEFALOS ENTERPRISES II, LLC

By: 

Dimitrios Pouloukefalos, Manager of Pouloukefalos Enterprises II, LLC

LENDER:

FIRST NATIONAL BANK OF OMAHA

X 

David Randa, Relationship Manager, Commercial Banking

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of August, 2019 before me, the undersigned Notary Public, personally appeared **Dimitrios Pouloukefalos, Manager of Pouloukefalos Enterprises II, 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 _____

Notary Public in and for the State of Illinois

My commission expires 1/23/23



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

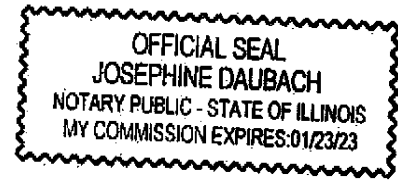
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this ~~30~~ 30 day of August, 2019 before me, the undersigned Notary Public, personally appeared **David Randa** and known to me to be the **Relationship Manager, Commercial Banking**, authorized agent for **First National Bank of Omaha** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of Omaha**, duly authorized by **First National Bank of Omaha** 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 National Bank of Omaha**.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 1/23/23



Cook County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 15 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT FROM WESTERNACADIA, INC., A CORPORATION OF ILLINOIS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1974 AND KNOWN AS TRUST NUMBER 47075, DATED FEBRUARY 1, 1974 AND RECORDED OCTOBER 3, 1974 AS DOCUMENT 22866219 TO CONSTRUCT, INSTALL, ALTER, MAINTAIN, RENEW AND OPERATE A RAILROAD SWITCH TRACK AND ALL OTHER NECESSARY APPURTENANCES, EQUIPMENT OR FACILITIES FOR THE PURPOSE OF PROVIDING RAILROAD SERVICE OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE THAT IS 15.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A

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SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 116.73 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 540.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 176 DEGREES 47 MINUTES AND 43 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 348.57 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 407.38 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 442.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THAT IS 275.19 FEET NORTHWESTERLY OF (AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) THE NORTHWEST CORNER OF LOT 1, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 161.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 477.38 FEET, A DISTANCE OF 164.77 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

1925313085 of Cook County Clerk's Office