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Doc#. 1930908026 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/05/2019 08:47 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

**Oxford Bank & Trust
1111 West 22nd Street, Suite
800
Oak Brook, IL 60523**

WHEN RECORDED MAIL TO:

**Oxford Bank & Trust
1111 West 22nd Street, Suite
800
Oak Brook, IL 60523**

SEND TAX NOTICES TO:

**6850 West Belmont LLC
6850 W. Belmont Avenue
Chicago, IL 60634**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Diana Palicka, Sr. Commercial Loan Specialist
Oxford Bank & Trust
1111 West 22nd Street, Suite 800
Oak Brook, IL 60523**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2019, is made and executed between 6850 West Belmont LLC, an Illinois Limited Liability Company, whose address is 6850 W. Belmont Avenue, Chicago, IL 60634 (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1111 West 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 10, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 1, 2004 in the Cook County Recorder of Deeds as document number #0415341031 and as modified from time to time.

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

THE WEST PORTION MEASURED 170.74 FEET ALONG THE NORTH LINE, AND 168.92 FEET ALONG THE SOUTH LINE THEREOF, OF A TRACT OF LAND CONSISTING OF THE FOLLOWING LOTS AND VACATED ALLEYS:

THE SOUTH 9 FEET OF LOT 17, AND ALL OF LOTS 18, 19, 20, 21, 22, 23 AND 24 IN BOUGHMAN'S SUBDIVISION OF LOT 1 IN BLOCK 2 IN WELDON J. COBB'S SUBDIVISION OF THE WEST 330 FEET OF THE EAST 660 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE NORTH AND SOUTH 14 FOOT (NOW VACATED) ALLEY LYING WEST OF AND ADJOINING THE SOUTH 9 FEET OF LOT 17, AND ALL OF LOTS 18 TO 24 INCLUSIVE, IN SAID BOUGHMAN'S SUBDIVISION AFORESAID; ALSO LOT 1 (EXCEPT THE NORTH 16 FEET THEREOF DEDICATED FOR ALLEY) LOTS 2, 3, 4, 5, 6 AND 7 IN JOHN E. OLSON'S SUBDIVISION OF LOTS 25 TO 32 BOTH INCLUSIVE, IN BLOCK 2 IN WELDON J. COBB'S SUBDIVISION OF THE WEST 330 FEET OF THE EAST 660 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST AND WEST 16

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MODIFICATION OF MORTGAGE (Continued)

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FOOT PUBLIC ALLEY (NOW VACATED) LYING SOUTH OF AND ADJOINING LOT 2 AND NORTH OF AND ADJOINING LOTS 3 TO 7 BOTH INCLUSIVE, IN JOHN E. OLSON'S SUBDIVISION OF LOTS 25 TO 32 IN BLOCK 2 IN WELDON J. COBB'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS;

ALSO DESCRIBED AS:

THE SOUTH 9 FEET OF LOT 17, AND ALL OF LOTS 18, 19, 20, 21, 22, 23 AND 24 IN BOUGHMAN'S SUBDIVISION OF LOT 1 IN BLOCK 2 IN WELDON J. COBB'S SUBDIVISION OF THE WEST 330 FEET OF THE EAST 660 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE NORTH AND SOUTH 14 FOOT (NOW VACATED) ALLEY LYING WEST OF AND ADJOINING THE SOUTH 9 FEET OF LOT 17, AND ALL OF LOTS 18 TO 24 INCLUSIVE, IN SAID BOUGHMAN'S SUBDIVISION AFORESAID; ALSO LOT 1 (EXCEPT THE NORTH 16 FEET THEREOF DEDICATED FOR ALLEY) LOTS 2, 3, 4, 5, 6 AND 7 IN JOHN E. OLSON'S SUBDIVISION OF LOTS 25 TO 32 BOTH INCLUSIVE, IN BLOCK 2 IN WELDON J. COBB'S SUBDIVISION OF THE WEST 330 FEET OF THE EAST 660 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST AND WEST 16 FOOT PUBLIC ALLEY (NOW VACATED) LYING SOUTH OF AND ADJOINING LOT 2 AND NORTH OF AND ADJOINING LOTS 3 TO 7 BOTH INCLUSIVE IN JOHN E. OLSON'S SUBDIVISION OF LOTS 25 TO 32 IN BLOCK 2 IN WELDON J. COBB'S SUBDIVISION AFORESAID (EXCEPTING THAT PART THEREOF LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE THEREOF DISTANT 170.74 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID TRACT DISTANT 168.92 FEET EAST OF THE SOUTHWEST CORNER THEREOF), IN COOK, COUNTY ILLINOIS.

The Real Property or its address is commonly known as 6850 West Belmont Avenue, Chicago, IL 60634. The Real Property tax identification number is 13-19-203-083-0000.

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

Extend the maturity date of the Promissory Note and Mortgage from September 01, 2019 to December 01, 2019. All of the obligations (#7551061-3 and #7547916-3) with the Grantor to Lender are hereby cross-collateralized and cross-defaulted. The property located at 6840 W. Belmont Avenue, Chicago, IL will be taken as additional collateral. All other term and conditions remain the same.

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.

CROSS-COLLATERALIZATION/DEFAULT. In addition to the Note, this Agreement secures Loan #7551061-3 in the original amount of \$1,280,000.00, by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, 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 un-liquidated whether 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 statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Borrower hereby agrees that any and all loans, whether currently outstanding or outstanding in the future, along with all related collateral, whether currently

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MODIFICATION OF MORTGAGE (Continued)

pledged or pledged in the future, whether said collateral is currently perfected or perfected in the future and shall be crossed-collateralized and cross-defaulted with each loan and its associated collateral pledged in support of any and all other loan. All of the agreements, conditions, covenants, provisions and stipulations contained in all of the notes which are to be kept and performed by borrower are hereby made a part of this agreement to the same extent and with the same force and effect as if they were fully set forth herein, and should any default be made in the payment of principal and/or interest or any other sum due under any note or in the performance of any of the terms, agreements or covenants contained in any note and such default is not cured within any applicable cure or grace period herein specifically contained, such default shall be deemed a default hereunder. MS (initial's)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2019.

GRANTOR:

6850 WEST BELMONT LLC

By: Marian Szymanski
Marian Szymanski, Manager of 6850 West Belmont LLC

By: Irena Szymanski
Irena Szymanski, Manager of 6850 West Belmont LLC

LENDER:

OXFORD BANK & TRUST

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF McCook)
)

On this 15th day of September, 2019 before me, the undersigned Notary Public, personally appeared **Marian Szymanski, Manager of 6850 West Belmont LLC** and **Irena Szymanski, Manager of 6850 West Belmont 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 Diana Palicka Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DeKalb) SS
)

On this 15th day of September, 2019 before me, the undersigned Notary Public, personally appeared STEVE FRANK and known to me to be the Vice President, authorized agent for Oxford Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oxford Bank & Trust, duly authorized by Oxford Bank & 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 Oxford Bank & Trust.

By Diana Palicka Residing at _____

Notary Public in and for the State of _____

My commission expires _____

