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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/06/2019 03:27 PM PG: 1 OF 9

This instrument was prepared by and, after recording, return to:

Allen C. Balk
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Real Estate Tax Index No.:
See *Exhibit A* attached hereto

Address:
See *Exhibit A* attached hereto

This space reserved for Recorder's use only

FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

PORTFOLIO 16

THIS FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Agreement") is made as of this 30th day of July, 2019, by NORTH SHORE HOLDINGS, LTD., an Illinois corporation ("Mortgagor"), in favor of FIRST MIDWEST BANK, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagor previously executed and delivered to and for the benefit of Mortgagee that certain Mortgage and Security Agreement dated as of July 30, 2014 from Mortgagor to Mortgagee recorded with the Cook County Recorder of Deeds on August 13, 2014 as Document No. 1422550118 and the Kane County Recorder on August 12, 2014 as Document No. 2014K039468 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon described on *Exhibit A* attached thereto (the "Property") and that certain Assignment of Rents and Leases dated as of July 30, 2014 from Mortgagor to Mortgagee recorded with the Cook County Recorder of Deeds on August 13, 2014 as Document No. 1422550119 and the Kane County Recorder on August 12, 2014 as Document No. 2014K039469 ("Assignment of Rents"). The Mortgage and Assignment of Rents secure that certain loan made in the original principal amount of Two Million and No/100 Dollars (\$2,000,000.00) (the "Loan") made by Mortgagee to Mortgagor, which Loan was originally evidenced by and payable pursuant to that certain Promissory Note made by Mortgagor and delivered to Mortgagee ("Original Note").

B. Pursuant to the terms and conditions contained in that certain Loan Agreement dated as of July 30, 2014, by and among Mortgagor, Guarantor and Mortgagee ("Original Loan Agreement"), as amended by that certain First Modification of Loan Documents of even date herewith by and among Mortgagor, Guarantor and Mortgagee ("First Modification" and together with the Original Loan Agreement, as amended, restated or replaced from time to time, "Loan Agreement"), Mortgagee has agreed to extend the Maturity Date of the Loan from July 30, 2019

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to July 30, 2024 and the terms of the Loan have been further modified and amended. The Loan is evidenced by that certain Amended and Restated Promissory Note in the original principal amount of One Million Four Hundred Seventy Six Thousand Four Hundred Twenty Nine and 44/100 Dollars (\$1,476,429.44) made as of even date herewith, executed by Mortgagor and made payable to the order of and delivered to Mortgagee (the "Amended Note") and by which said Amended Note the Mortgagor promises to pay the said principal sum and fixed rate of interest in the manner and at the rate(s) as provided therein.

C. Mortgagor and Mortgagee desire to amend the Mortgage and the Assignment of Rents to reflect the terms and provisions of the First Modification, and the parties have agreed to the requested amendments as set forth herein.

AGREEMENTS:

ACCORDINGLY, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Mortgagee to modify the Mortgage and the Assignment of Rents as provided herein, (iii) the covenants and agreements contained herein, and (iv) other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. Capitalized Terms. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. References. All references to the Loan Agreement and/or to any or all of the Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to mean and include the Loan Agreement and the Loan Documents as amended by the First Modification. All references to the Mortgage and the Assignment of Rents in the Loan Documents shall be deemed to mean and include the Mortgage and the Assignment of Rents as amended by this Agreement.

4. Amendment to Mortgage.

(a) The first Recitals of the Mortgage shall be amended to read in its entirety as follows:

"Mortgagor is justly indebted to Mortgagee in the principal sum of not more than One Million Four Hundred Seventy Six Thousand Four Hundred Twenty Nine and 44/100 Dollars (\$1,476,429.44), as evidenced by a certain Amended and Restated Promissory Note (the "Note") dated as of July 30, 2019 made by Mortgagor and payable to the order of and delivered to Mortgagee, in and by which said Note the Mortgagor promises to pay the said principal sum and fixed rate of interest in the manner and at the rate(s) as provided therein."

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(b) The second Recitals of the Mortgage shall be amended to read in its entirety as follows:

“The unpaid principal amount and all accrued and unpaid interest due under the loan (“Loan”) as described in that certain Loan Agreement dated as of July 30, 2014, by and among Mortgagor, Guarantor (as defined therein) and Mortgagee (“Original Loan Agreement”), as amended by that certain First Modification of Loan Documents dated as of July 30, 2019, by and among Mortgagor, Guarantor and Mortgagee (“First Modification” and together with the Original Loan Agreement, as amended, restated or replaced from time to time, “Loan Agreement”), as evidenced by the Note, if not sooner paid, shall be due on July 30, 2024. All such payments on account of the indebtedness evidenced by the Note shall be in the manner set forth in the Note.”

(c) The first sentence of Paragraph 4 shall be amended to read in its entirety as follows:

“Mortgagor shall deposit monthly with Mortgagee, a sum equal to one-twelfth ($1/12$) of 105% of Lender’s reasonable estimate of the annual taxes and assessments (general and special) on the Property, commencing on the 15th day of the month following the date of the First Modification of Mortgage and Security Agreement and Assignment of Rents and Leases was made and on the 15th day of each month thereafter.”

(d) All references to any of the “Loan Documents” in the Mortgage shall mean the Loan Documents as amended by the First Modification.

5. **Amendment to Assignment of Rents.** All references to the “Loan Agreement” in the Assignment of Rents shall mean the Loan Agreement as amended by the First Modification. All references in the Assignment of Rents to the “Loan” shall mean the Loan as amended by the First Modification. All references in the Assignment of Rents to the “Note” shall mean the Amended Note.

6. **Representations and Warranties.** Mortgagor represents and warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Property or any of the collateral other than the first lien of the Mortgage and the Permitted Encumbrances, that the Mortgage and the Assignment of Rents are binding upon Mortgagor, its successors and assigns, that Mortgagee has heretofore fully performed its obligations under the Loan Documents, and that Mortgagor has no claims or offsets against the Mortgagee or against the indebtedness under the Amended Note, the obligations under the Mortgage or the Assignment of Rents, or the obligations under any of the Loan Documents. Mortgagor represents and warrants that (i) it has no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Amended Note, the Mortgage, the Assignment of Rents, or any other Loan Documents; and (ii) no oral agreement has been made by any of

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Mortgagee's employees, agents, officers or directors to further modify the Amended Note, the Mortgage, the Assignment of Rents, or any other of the Loan Documents.

7. **Release.** Mortgagor does hereby release and hold harmless Mortgagee, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense, liability of any kind whether known or unknown, relating in any way to the making of the Loan or the administration thereof, or the communications and business dealings between Mortgagee and Mortgagor through the date hereof.

8. **No Novation; Full Force.** It is the intent of the parties hereto that this Agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. As modified hereby, the Mortgage shall continue in full force and effect as collateral security for the performance and payment of the Loan, as evidenced by the Amended Note.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signatures on the following page]

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IN WITNESS WHEREOF, Mortgagor has caused this Agreement to be executed as of the day and year first above written.

MORTGAGOR:

NORTH SHORE HOLDINGS, LTD., an Illinois corporation

By: 
 Name: Ben Labaree
 Its: President

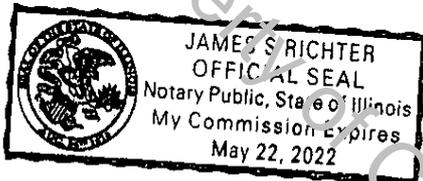
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ken Behove, the President of NORTH SHORE HOLDINGS, LTD., an Illinois corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13th September day of ~~August~~, 2019.



[Handwritten Signature]
Notary Public

(SEAL)

My Commission Expires: May 22, 2022

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COOK I

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

PARCEL 1: UNIT 13-2-714 IN CLAREMONT RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: CERTAIN LOTS IN CLAREMONT RIDGE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0413331077 TOGETHER WITH IT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER LOTS 18 AND 20 AS SHOWN ON THE PLAT OF SUBDIVISION OF CLAREMONT RIDGE RECORDED AS DOCUMENT NUMBER 0320927102 AND THE CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 032943123.

P.I.N.:

02-12-401-038-1060

PROPERTY ADDRESS:

1093 N. CLAREMONT DRIVE 714, PALATINE, IL 60074

TRACT 2:

UNIT 1400 AND PARKING SPACE PLCE-15 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LAURAL CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED ON DECEMBER 8, 2006 AS DOCUMENT NUMBER 0634209128 AS DESCRIBED UPON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY: PARCEL 1- LOT 1 (EXCEPT THE EAST 4 FEET THEREOF) AND LOT 2 IN LORENZ, MURPHY & JACOBSEN SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 153 FEET OF THE EAST 440.0 FEET OF THE NORTH 450 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33.0 FEET TAKEN FOR HIGHWAY) ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 2341082.

PARCEL 2: LOT 1 (EXCEPT THAT PART OF LOT 1 OF E. KLANERS SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTIONS 9 AND 10, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1907 AS DOCUMENT NUMBER 3991363, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 30 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 53.06 FEET TO THE EASTERLY LINE OF LOT 1; THENCE SOUTH 24 DEGREES 33 MINUTES 52 SECONDS WEST ALONG THE SOUTHWESTERLY EXTENSION OF SAID EASTERLY LINE, 9.81 FEET TO A LINE 4.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 00 DEGREES 30 MINUTES 45 SECONDS WEST ALONG SAID PARALLEL LINE, 44.13 FEET TO THE SOUTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 56 MINUTES 38 SECONDS EAST ALONG SAID SOUTH LINE, 4.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.004 ACRES (194 SQ. FT.) OF THE LAND, AS CONVEYED IN THE DEED RECORDED AS DOCUMENT NUMBER 95026633) AND (EXCEPT THAT PART OF LOT 1 OF E.

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KLANERS SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTIONS 9 AND 10, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1907 AS DOCUMENT NO. 3991363, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 34 DEGREES 33 MINUTES 52 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 121.85; THENCE NORTH 21 DEGREES 02 MINUTES 32 SECONDS EAST 83.91 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE, CONCAVE WESTERLY, RADIUS 21.00 FEET, CENTRAL ANGLE 102 DEGREES 58 MINUTES 50 SECONDS 37.74 FEET; THENCE NORTH 81 DEGREES 56 MINUTES 18 SECONDS WEST ALONG TANGENT, 30.27 FEET TO THE NORTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE, 67.15 FEET TO POINT OF BEGINNING, CONTAINING 0.19 ACRES OF THE LAND, AS CONVEYED IN THE DEED RECORDED AS DOCUMENT NUMBER 95026642) AND LOT 2 IN E. KLANERS SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTIONS 9 AND 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-09-412-030-1022
PROPERTY ADDRESS: 1400 SHERMER ROAD, NORTHBROOK, IL 60062

TRACT 4:

UNIT 2-4 IN THE WILLOW PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1, 2 AND 3 IN WILLOW PLACE SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST 1/4, THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0814322018, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

P.I.N.: 03-23-109-029-1046
PROPERTY ADDRESS: 1926 POTOMAC COURT 2, WHEELING, IL 60090

TRACT 5:

UNIT NUMBER 15-4 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE FOX RUN MANOR HOMES CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27469146, OF THE NORTHEAST 1/4 IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 07-26-200-021-1212
PROPERTY ADDRESS: 231 UNIVERSITY LANE, UNIT D, ELK GROVE VILLAGE, IL 60007

TRACT 7:

PARCEL 1: UNIT 1S IN THE 2837 NORTH HARLEM AVENUE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO

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0916231028 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER P-3 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO 0916231028; SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

P.I.N.: 13-30-127-033-1002
PROPERTY ADDRESS: 2837 N. HARLEM AVE, 1S, CHICAGO, IL 60707

TRACT 8:

UNIT 1905-7 IN HEATHERWOOD NORTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A PART OF PASQUINELLI'S SECOND ADDITION TO HEATHERWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93651405 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

P.I.N.: 06-24-206-005-1147
PROPERTY ADDRESS: 2995 HEATHERWOOD COURT, SCHAUMBURG, IL 60194