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Doc#: 1932246061 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/18/2019 09:56 AM Pg: 1 of 7

This Document Was Prepared By:

Aileen S. Davis
Akerman LLP
401 East Jackson Street, Suite 1700
Tampa, Florida 33602

After Recording Return To:

Akerman LLP
401 East Jackson Street, Suite 1700
Tampa, Florida 33602
Attention: Aileen S. Davis

*CCHI190517GLD
1 of 2 NA*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The Property Identified as :

PIN: 24-03-300-006-0000
and
24-03-300-019-0000
(formerly 24-03-300-017-0000)

Address:

9159 South Cicero Avenue
Oak Lawn, IL 60453

Lender:

Wells Fargo Bank, National Association

Borrower:

Brandon Realty Venture, Inc.

Loan/Mortgage Amount:

\$2,070,170.00

Date:

October 11, 2019

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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement") is made as of October 11, 2019, by and between **BRANDON REALTY VENTURE, INC.**, a Florida corporation, whose address is 107 Hampton Road, Suite 200, Clearwater, Florida 33759, ("Mortgagor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, whose address is Jacksonville, Florida 32202 ("Mortgagee").

RECITALS

A. Mortgagor is the owner of the fee simple interest in that certain real property situated, lying and being in Cook County, Illinois and legally described in Schedule "A" attached hereto and by reference made a part hereof (the "Property").

B. The Property is security for that certain Term Note dated December 27, 2012 in the original stated principal amount of \$667,800.00 payable by Mortgagor ("Note One"). Note One was renewed and increased by that certain Real Estate Note dated March 5, 2015 in the original stated principal amount of \$2,480,000.00 ("Note Two"), which Note Two has a current principal balance of \$2,070,170.00 as of this date and has been renewed by that certain Term Note dated as of even date herewith in the principal amount of \$2,070,170.00 ("Note Three").

C. The payment of the indebtedness evidenced by Note One as renewed and increased by Note Two is secured by the Mortgage and Assignment of Rents and Leases dated December 27, 2012 from Mortgagor in favor of Mortgagee and recorded with the Cook County Recorder of Deeds on January 8, 2013 as Document No. 1300846006, as modified by Mortgage Modification and Notice of Future Advance Agreement dated March 5, 2015 and recorded with the Cook County Recorder of Deeds on March 23, 2015 as Document 1508229037 (the "Mortgage").

D. The Mortgage, other security documents, and all other related loan documents given in connection with the indebtedness evidenced by the Mortgage, are hereinafter collectively referred to as the "Loan Documents".

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged among the parties, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Renewal. Note Two has been renewed and extended as evidenced by Note Three. Note Three is payable to Mortgagee or its order on or before October 13, 2026.
3. Ratification. Except as herein modified and amended, the terms and conditions of the Loan Documents are hereby ratified and affirmed and shall remain in full force and effect.
4. Warranties and Representations. Mortgagor hereby acknowledges, warrants, and represents that (i) Mortgagor has no defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or to any predecessor in interest to Mortgagee, or with respect to any covenant in the Loan Documents or if any such defense, offset or counterclaim exists, they are hereby irrevocably waived (even if such are presently unknown to Mortgagor); (ii) Mortgagee, and each predecessor in interest to Mortgagee, on and as of the date hereof,

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have fully performed all obligations to Mortgagor which they may have had or have on the date hereof; (iii) other than as expressly set forth herein, by entering into this Agreement, Mortgagee does not waive any condition or obligation under the Loan Documents; (iv) if Mortgagee shall waive or fail to enforce any of the conditions or provisions of this Agreement or the Loan Documents, or if any predecessor in interest to Mortgagee shall have previously waived or failed to enforce any of the conditions or provisions of the Loan Documents, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such, and Mortgagee shall at any time, without further or other notice, (regardless of any prior waiver by Mortgagee, or of any predecessor in interest to Mortgagee, or default of Mortgagor or delay of Mortgagee in exercising any right, privilege or option) have the right to insist upon the enforcement of such conditions or provisions; and (v) if Mortgagor should file for protection under the Bankruptcy Code, Mortgagee shall be entitled to immediate relief from the automatic stay, and shall consent to same.

5. Security. The parties hereto acknowledge and agree that the payment of the Note is secured by the Loan Documents.

6. Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of Loan Documents, over the claims which would otherwise be subordinate thereto, then to the extent so ruled by such court, and to the extent that third persons acquiring an interest in such property as is encumbered by the respective Mortgage and other Loan Documents between the time of execution of the Mortgage, other Loan Documents, and the execution hereof, are prejudiced thereby, this Agreement, or such portion hereof as shall be so construed, shall be void and of no force and effect and this Agreement shall constitute, as to that portion, a subordinate lien on the collateral described therein, incorporating by reference the terms of the Mortgage and other Loan Documents, and which Mortgage and other Loan Documents then shall be enforced pursuant to the terms therein contained, independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing from the Mortgagor to the Mortgagee shall have been paid in full.

7. Lien. Mortgagor warrants and represents that the liens of the Loan Documents are valid liens on the Property, as modified hereby, and with a priority as stated herein. If at any time Mortgagee shall determine that the lien priority of its Loan Documents as stated therein is invalid or in jeopardy, or if at any time Mortgagee is unable to obtain title insurance insuring such liens as valid liens with the priority stated therein on the collateral described therein, then Mortgagee shall have the option of declaring the entire indebtedness secured by the Loan Documents, together with all accrued interest, to be immediately due and payable in full.

8. Miscellaneous.

(a) Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and of the United States of America and the rules and regulations promulgated under the authority thereof.

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(c) Time is of the essence of this Agreement.

(d) As used herein, the neuter gender shall include the masculine and feminine genders, and vice versa, and the singular the plural, and vice versa, as the context demands.

(e) This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

SIGNATURES ON THE NEXT PAGE

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
(Witness 1 - Signature)

Greg Lewis
(Witness 1 - Printed Name)

[Signature]
(Witness 2 - Signature)

Malcolm Weatherill
(Witness 2 - Printed Name)

BRANDON REALTY VENTURE, INC.,
A Florida Corporation

By: [Signature]
Bruce W. Clark,
Secretary

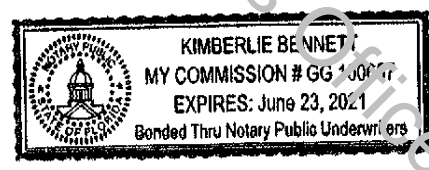
STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on October 10, 2019, by Bruce W. Clark, as Secretary of **BRANDON REALTY VENTURE, INC.,** a Florida corporation, on behalf of the corporation who is personally known to me or who has provided a driver's license as identification.

[Signature]

(Signature)
Kimberlie Bennett

(Type or Print Name)
My Commission Expires: 10-23-21
My Commission Number is: 66-100657



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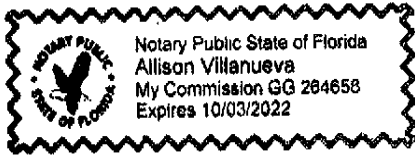
Alexis Chatman
 (Witness 1 - Signature)
Alexis Chatman
 (Witness 1 - Printed Name)
[Signature]
 (Witness 2 - Signature)
Jason L Monroe
 (Witness 2 - Printed Name)

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
 Greg Parks,
 Vice President

STATE OF FLORIDA)
 COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me on October 16, 2019, by Lynn E. Culbreath, as a Senior Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, on behalf of the association, who is personally known to me or who has provided a driver's license as identification.



[Signature]
 (Signature)
Allison Villanueva
 (Type or Print Name)
 My Commission Expires: 10/3/22
 My Commission Number is: GG294658

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SCHEDULE "A"

Legal Description

Oak Lawn, Illinois Property

PARCEL 1:

LOT 5 (EXCEPT THE WEST 17 FEET THEREOF) IN BLOCK 4 IN FREDERICK H. BARTLETT'S PLEASANT HILL GARDENS, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND STRAWN RAILROAD COMPANY (NOW THE WABASH RAILROAD COMPANY) IN SAID COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED SOUTH KEATING AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EASTERLY IN BLOCK 4 IN FREDERICK H. BARTLETT'S PLEASANT HILL GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 5 TO THE SOUTH MOST SOUTHWEST CORNER OF LOT 2 IN JDB CHICAGO RESUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 2 IN JDB CHICAGO RESUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EASTERLY IN BLOCK 4 IN FREDERICK H. BARTLETT'S PLEASANT HILL GARDENS, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, AFORESAID, IN COOK COUNTY, ILLINOIS.