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1932316264

RECORDATION REQUESTED BY:
MILLENNIUM BANK
2077 Miner St.
Des Plaines, IL 60016

Doc# 1932316264 Fee \$88.00

PHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/19/2019 02:22 PM PG: 1 OF 4

SEND TAX NOTICES TO:
MILLENNIUM BANK
2077 Miner St.
Des Plaines, IL 60016

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Eddie B. Hemp, Loan Administration Specialist
MILLENNIUM BANK
2077 Miner St.
Des Plaines, IL 60016

CCH12802152LD 1 of 2 CSC

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 30, 2019, is made and executed between Great Ganesh Hospitality LLC; An Illinois Limited Liability Company (referred to below as "Grantor") and MILLENNIUM BANK, whose address is 2077 Miner St., Des Plaines, IL 60016 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 30, 2019 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

First Real Estate Mortgage and Assignment of Rents dated May 30, 2019 on a real property located at 12800 S. Ashland Ave., Calumet Park, Illinois 60827 and recorded in the Cook County Recorder's Office on June 6, 2019 as document number(s) 1915733115 & 1915733116.

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

THAT PART OF THE NORTH 1/2 OF THE NORTH (EXCEPT THE SOUTH 21.00 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE EXTENDED FROM A POINT ON THE NORTH LINE OF SAID NORTH 1/2, SAID POINT BEING 292.55 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4, (AS MEASURED ON SAID NORTH LINE) TO A POINT ON A SOUTH LINE OF THE NORTH 1/2 OF SAID NORTH 1/2, SAID POINT BEING 282.35 FEET WEST OF SAID EAST LINE, AS MEASURED ON SAID SOUTH LINE, EXCEPT THAT PART THEREOF WHICH WAS ACQUIRED BY THE COOK COUNTY HIGHWAY DEPARTMENT BY DEED RECORDED JULY 14, 1965 AS DOCUMENT 19526523, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12800 South Ashland Avenue, Calumet Park, IL 60827. The Real Property tax identification number is 25-31-204-025-0000.

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

- 1) The original principal amount of Two Million Eight Hundred Seventy Nine Thousand and 00/100th Dollars (\$2,879,000.00) will increase to Two Million Nine Hundred Thirty Thousand and 00/100th Dollars (\$2,930,000.00);
- 2) To extend the loan maturity date to November 1, 2044;

Box 400

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Loan No: 1000718

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3) All other terms and conditions under the Loan Documents that are not modified, hereby shall remain the same, shall remain in full force and effect and any default under the terms of the Loan Documents shall be an event of default hereunder.

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.

SBA CLAUSE. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 30, 2019.

GRANTOR:

GREAT GANESH HOSPITALITY LLC

By: Jimmy P. Mehta
Jimmy P. Mehta, Member of Great Ganesh Hospitality LLC

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER:

MILLENNIUM BANK

X *[Signature]*
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

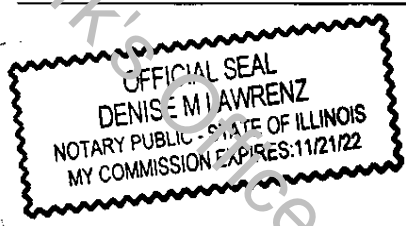
COUNTY OF DeKalb) SS)

On this 30 day of October, 2019 before me, the undersigned Notary Public, personally appeared **Jimmy P. Mehta, Member of Great Ganesh Hospitality 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 11.21.22



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Lake) SS
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On this 20 day of October, 2019 before me, the undersigned Notary Public, personally appeared Selie Ulesha and known to me to be the Chief Lender Officer, authorized agent for **MILLENNIUM BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MILLENNIUM BANK**, duly authorized by **MILLENNIUM 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 **MILLENNIUM BANK**.

By Denise M. Lawrenz Residing at _____

Notary Public in and for the State of Illinois

My commission expires 11-21-22

