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RECORDATION REQUESTED BY:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177



1935742002

WHEN RECORDED MAIL TO:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177

Doc# 1935742002 Fee \$93.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/23/2019 09:50 AM PG: 1 OF 5

This Modification of Mortgage prepared by:

Commercial Loan Department
American Eagle Bank
556 Randall Road
South Elgin, IL 60177

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 20, 2019, is made and executed between MILWAUKEE MEDILL DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (referred to below as "Grantor") and American Eagle Bank, whose address is 556 Randall Road, South Elgin, IL 60177 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2019 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

The Mortgage dated on or about June 21, 2019 and recorded July 29, 2019 with the Cook County Recorder's Office as Document No. 1921045020.

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

PARCEL 1:

LOTS 5 AND 6, IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN THE SUBDIVISION BY JOHN MCGOVERN OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF PLANK ROAD, (EXCEPT THAT PART OF SAID LOT 6 LYING SOUTHWESTERLY OF A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY PARALLEL WITH MILWAUKEE AVENUE FROM A POINT IN THE SOUTHERLY LINE OF SAID LOT 6 DISTANT 29.5 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 6 TO THE NORTHWESTERLY LINE OF SAID LOT 6 AND THAT PART OF LOT 5 LYING SOUTHWESTERLY OF A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY PARALLEL WITH MILWAUKEE AVENUE FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 5 DISTANT 29.5 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 5 TO THE NORTH LINE OF BELDEN AVENUE) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8, IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN THE SUBDIVISION BY JOHN MCGOVERN OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF PLANK ROAD, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

Page 2

Loan No: 10197-11

PARCEL 3:

LOT 7, IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN THE SUBDIVISION BY JOHN MCGOVERN OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF PLANK ROAD, (EXCEPT THAT PART THEREOF CONVEYED TO THE METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY BY WARRANTY DEED RECORDED NOVEMBER 12, 1895 AS DOCUMENT NO. 2306361, IN BOOK 5517, PAGE 387) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 12, IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN THE SUBDIVISION BY JOHN MCGOVERN OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF PLANK ROAD, (EXCEPTING FROM SAID LOT 12 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID LOT, 46.5 FEET FROM THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 39 FEET, THENCE IN A NORTHWESTERLY DIRECTION TO A POINT IN THE WEST LINE OF SAID LOT, 65.5 FEET FROM THE NORTHWEST CORNER OF SAID LOT, THENCE NORTH ALONG SAID WEST LINE 39 FEET, THENCE IN A SOUTHEASTERLY DIRECTION TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2336-2346 N MILWAUKEE AVE and 2856 W BELDEN AVE aka 2833-35 W MEDILL AVE, CHICAGO IL 60647. The Real Property tax identification number is 13-36-105-036-0000; 13-36-105-035-0000; 13-36-105-034-0000; 13-36-105-033-0000; 13-36-105-029-0000.

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

The Maturity Date of the original Promissory Note dated on or about May 20, 2009, as amended, replaced, renewed or substituted, is hereby extended to October 20, 2024. In addition, the Maximum Lien shall change to \$875,000.00.

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.

WAIVER OF RIGHT OF REDEMPTION AND REINSTATEMENT. Notwithstanding any of the provisions to the contrary contained in this Mortgage and/or Assignment, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601 as now enacted or as modified, amended or replaced, or any similar law existing now or after the date of this assignment, any and all rights of redemption and/or reinstatement on behalf of Grantor and on behalf of any other persons permitted to redeem the property or reinstate the Mortgage and/or Assignment.

NO NEW MORTGAGE OR LIENS. Grantor covenants and agrees that this Mortgage is and will be maintained as a valid mortgage lien on the Real Property and that the Grantor will not, directly or indirectly, create or suffer or permit to be created, whether by operation of law or otherwise, or to stand against the Real Property, or any

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10197-11

Page 3

portion thereof, or against the rents, issues and profits therefrom, any lien, (including any liens arising with respect to the payment of taxes), mortgage, deed of trust, pledge, assignment, security interest, encumbrance or charge, whether prior to or subordinate to the lien of this mortgage, unless written approval is first obtained from Lender. In addition, Grantor will keep and maintain the Real Property free from all liens of persons and entities supplying labor and material for the construction, modification, repair or maintenance of any building or site improvement whether on the Real Property or not.

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 20, 2019.

GRANTOR:

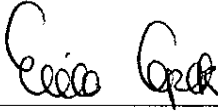
MILWAUKEE MEDILL DEVELOPMENT LLC

By:

STUART E. MILLER, Manager of MILWAUKEE MEDILL DEVELOPMENT LLC

LENDER:

AMERICAN EAGLE BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10197-11

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

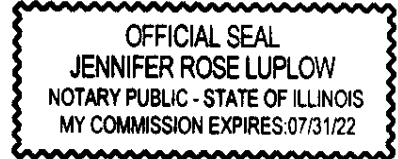
STATE OF IL)
)
) SS
 COUNTY OF Kane)

On this 20th day of October, 2019 before me, the undersigned Notary Public, personally appeared **STUART E. MILLER, Manager of MILWAUKEE MEDILL DEVELOPMENT 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 *Jennifer Rose Luplow* Residing at IL

Notary Public in and for the State of Illinois

My commission expires 7/31/22



Seal of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10197-11

Page 5

LENDER ACKNOWLEDGMENT

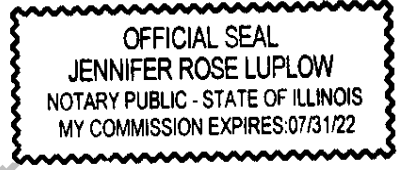
STATE OF IL)
)
) SS
 COUNTY OF Kane)
)

On this 20th day of October, 2019 before me, the undersigned Notary Public, personally appeared Erica Capler and known to me to be the commercial manager authorized agent for **American Eagle Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Eagle Bank**, duly authorized by **American Eagle 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 **American Eagle Bank**.

By Jennifer Rose Luplow Residing at IL

Notary Public in and for the State of IL

My commission expires 7/31/22



County Clerk's Office