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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/13/2020 04:12 PM PG: 1 OF 5

WHEN RECORDED MAIL TO:
LAKESIDE BANK
Loan Operations
1055 W ROOSEVELT RD
CHICAGO, IL 60608

SEND TAX NOTICES TO:
LAKESIDE BANK
UIC/NEAR WEST
1055 W ROOSEVELT RD
CHICAGO, IL 60608

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Ramona Khachi, Paralegal
Lakeside Bank
1055 W Roosevelt
Chicago, IL 60608

MODIFICATION OF MORTGAGE



#####074001082020#####

THIS MODIFICATION OF MORTGAGE dated January 8, 2020, is made and executed between Charford Properties, LLC, whose address is 926 Forestway Drive, Glencoe, IL 60022 (referred to below as "Grantor") and Lakeside Bank, whose address is 1055 W Roosevelt, Chicago, IL 60608 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 23, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on August 31, 2018 as Document Number 1824344086.

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

LOT 59 IN RUSSELL'S SUBDIVISION OF BLOCK 6 IN THE CANAL TRUTEES SUBDIVISION SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2121 West Superior Street, Chicago, IL 60612-1315. The Real Property tax identification number is 17-07-106-016-0000.

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

(A) The maturity date of the loan is hereby extended to January 23, 2022, (B) the Interest Rate is amended

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to 30-day Libor plus 3.25 Margin and no less than 5.125%, and (C) The Principal Amount of the loan is amended to \$200,000.00. The Maximum Lien is hereby amended in entirety and the following is hereby inserted in lieu thereof: at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$400,000.00. All other terms and conditions of the loan documents shall remain in full force and effect.

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 8, 2020.

GRANTOR:

CHARFORD PROPERTIES, LLC

By: 

Lehigh Cohen, Member/Manager of Charford Properties, LLC

By: 

John A. Tsoutsias, Member/Manager of Charford Properties, LLC

LENDER:

LAKESIDE BANK

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Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF IL

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COUNTY OF Cook

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On this 10th day of January, 2021 before me, the undersigned Notary Public, personally appeared Lehigh Cohen, Member/Manager of Charford Properties, 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 Pat L BrennanResiding at Lakeside BankNotary Public in and for the State of ILMy commission expires 9/6/2022

Cook County Clerk's Office

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(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF ILCOUNTY OF Cook)
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On this 10th day of January, 2020 before me, the undersigned Notary Public, personally appeared **John A. Tsoutsias, Member/Manager of Charford Properties, 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 *John A. Tsoutsias* Residing at Lakeside Bank

Notary Public in and for the State of IL

My commission expires 9/6/2022

Cook County Clerk's Office

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(Continued)**

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LENDER ACKNOWLEDGMENTSTATE OF IL

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COUNTY OF Cook

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On this 10th day of January, 2020 before me, the undersigned Notary Public, personally appeared Mike Fogarty and known to me to be the Vice President, authorized agent for Lakeside Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Lakeside Bank, duly authorized by Lakeside 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 Lakeside Bank.

By [Signature]Residing at Lakeside BankNotary Public in and for the State of ILMy commission expires 9/6/2022