

# UNOFFICIAL COPY

Doc#: 2006547238 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/05/2020 01:36 PM Pg: 1 of 6

**RECORDATION REQUESTED BY:**

Belmont Bank & Trust  
Company  
8250 W Belmont Ave  
Chicago, IL 60634

**WHEN RECORDED MAIL TO:**

Belmont Bank & Trust  
Company  
8250 W Belmont Ave  
Chicago, IL 60634

**SEND TAX NOTICES TO:**

Belmont Bank & Trust  
Company  
8250 W Belmont Ave  
Chicago, IL 60634

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Valentina Jakuts  
Belmont Bank & Trust Company  
8250 W Belmont Ave  
Chicago, IL 60634

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 20, 2020, is made and executed between 3330-40 West Dundee (Northbrook), L.L.C. (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 W Belmont Ave, Chicago, IL 60634 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 6, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with Cook County Recorder of Deeds on March 15, 2012 as a documents number #1207533027.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3330 - 40 Dundee Rd, Northbrook, IL 60148. The Real Property tax identification number is 04-05-304-003-0000 and 04-05-304-015-0000.

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

- (i) **Maturity Date of the Indebtedness is hereby extended to February 10, 2026.**
- (ii) The Indebtedness is evidenced by Promissory Note dated March 6, 2012 in the original principal amount of \$1,200,000.00, with all of its renewals and modifications and most recently modified by Change in Terms Agreement dated February 20, 2020 in the principal amount of \$888,962.08 with monthly payments of \$5,623.62 principal and interest calculated based on 4.45% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on February 10, 2020
- (iii) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent

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(Continued)**

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described therein.

**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.

**NO DEFENSES.** Each of the undersigned represents to Lender that he has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral.

**RELEASE.** Each of the undersigned hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 20, 2020.**

**GRANTOR:**

3330-40 WEST DUNDEE (NORTHBROOK), L.L.C.

**DH-EK MANAGEMENT CORP., Manager of 3330-40 West Dundee  
(Northbrook), L.L.C.**

By: Francine R. Dvorkin, President

Francine R. Dvorkin, President of DH-EK Management Corp.

**LENDER:****BELMONT BANK & TRUST COMPANY**

x Valentina Sakay

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

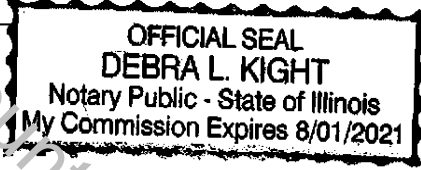
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DeWitt )

On this 25<sup>th</sup> day of February, 2020 before me, the undersigned Notary Public, personally appeared **Francine R. Dvorkin, President of DH-EK Management Corp., Manager of 3330-40 West Dundee (Northbrook) L.L.C.**, 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 Debra L. Kight . Residing at Debra Kight Terrace

Notary Public in and for the State of Illinois

My commission expires 8/1/21



County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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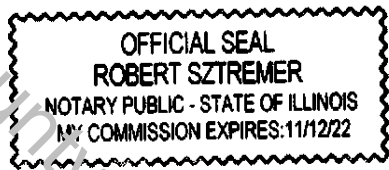
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 20th day of February, 2020 before me, the undersigned Notary Public, personally appeared Valentina Terebets and known to me to be the S. Law Proctor, authorized agent for Belmont Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Belmont Bank & Trust Company, duly authorized by Belmont Bank & Trust Company 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 Belmont Bank & Trust Company.

By [Signature] Residing at 8250 W. BELMONT AVE. CHICAGO, IL 60634  
 Notary Public in and for the State of IL

My commission expires 11/17/22



Cook County Clerk's Office

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008860264 UL  
 STREET ADDRESS: 3330-40 DUNDEE ROAD  
 CITY: NORTHBROOK COUNTY: COOK  
 TAX NUMBER: 04-05-304-003-0000 \* 04-05-304-015

### LEGAL DESCRIPTION:

#### PARCEL 1:

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934 BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

EASEMENT AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT AMONG THE VILLAGE OF NORTHBROOK; LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-03; AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983, AND KNOWN AS TRUST NUMBER 60300, WHICH EASEMENT AGREEMENT IS DATED SEPTEMBER 11, 1985, AND RECORDED DECEMBER 12, 1985, AS DOCUMENT 85320712, FOR INGRESS, EGRESS, AND DRIVEWAY OVER THOSE PORTIONS, AS DEPICTED ON EXHIBIT B TO SAID DOCUMENT, OF THE FOLLOWING DESCRIBED THREE PARCELS OF LAND:

#### PARCEL A:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL C:

(CONTINUED)

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JBS

03/08/12



# CHICAGO TITLE INSURANCE COMPANY

## LEGAL DESCRIPTION:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

LEGALD