

Mail To

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Freedom Title Corporation  
2220 Hicks Road  
Suite 206  
Rolling Meadows, IL 60008

Prepared By:  
Byline/Bank formerly known as  
North Community Bank, an  
Illinois banking corporation  
Corporate Headquarters  
180 N. LaSalle St.  
Chicago, IL 60601

Byline Bank  
C/O Post Closing Department  
180 N. LaSalle St., Ste 400  
Chicago, IL 60601

SEND TAX NOTICES TO:  
Chicago Sweet Connection  
Group LLC  
5569 N. Northwest Hwy.  
Chicago, IL 60630



Doc# 2006515036 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/05/2020 03:00 PM PG: 1 OF 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2020, is made and executed between Chicago Sweet Connection Group LLC, an Illinois Limited Liability Company, whose address is 5569 N. Northwest Hwy., Chicago, IL 60630 (referred to below as "Grantor") and Byline Bank formerly known as North Community Bank, an Illinois banking corporation, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 10, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 24, 2015 as Document No. 1505547123 and an Assignment of Rights dated February 10, 2015, Recorded February 24, 2015 as Document No. 1505547124.

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

LOT 1 AND THE EAST 44.42 FEET OF LOT 2 (EXCEPT THE WESTERLY 16 FEET THEREOF TAKEN FOR ALLEY) AND LOTS 9 TO 14, INCLUSIVE IN ELMORE'S ADDITION TO ARDMORE MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

THAT PART OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED 16 FOOT PUBLIC ALLEY LYING SOUTHEASTERLY OF THE WESTERLY LINE OF THE EAST 44.42 FEET OF LOT 2 (EXCEPT THE WESTERLY 16 FEET EXTENDED SOUTHERLY TO SOUTHWESTERLY LINE OF SAID ALLEY, IN COOK COUNTY, ILLINOIS

LOTS 7 AND 8 IN ELMORE'S ADDITION TO ARDMORE MANOR, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD

6718628 5/9

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

### PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5569-5579 N. Northwest Highway, Chicago, IL 60630. The Real Property tax identification number is 13-08-105-006-0000, 13-08-105-007-0000, 13-08-105-008-0000, 13-08-105-009-0000, 13-08-105-010-0000, 13-08-105-011-0000, 13-08-105-012-0000, 13-08-105-013-0000, 13-08-105-015-0000 and 13-08-105-017-0000.

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

**This Modification of Mortgage reflects that the following items and paragraphs are hereby deleted to the Mortgage and Assignment of Rents are made a part thereof:**

The "Lender" in the Mortgage is hereby deleted and replaced with the following: Byline Bank, formerly known as North Community Bank, an Illinois Banking Corporation, whose address is 180 N. LaSalle St., Chicago, IL 60601.

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Note.** The word "Note" means the promissory note dated February 15, 2020, in the original principal amount of \$2,800,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 3.900% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$14,711.45 each and one irregular last payment estimated at \$2,151,984.24. Borrower's first payment is due March 15, 2020, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 15, 2025, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

All other terms and conditions not specifically amended herein, remain unchanged and in full 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 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.

**CROSS-DEFAULT/CROSS-COLLATERALIZATION.** The Indebtedness of the Borrower to Lender shall be cross defaulted with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. The indebtedness created by any Guaranty issued by the Borrower as Guarantor in favor of Lender in connection with any Indebtedness of the Borrower to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. It is agreed by the Borrower that the security interest created by any Commercial Security Agreement, Mortgage or other Collateral document, in the Collateral described therein, collateralizes all of the Indebtedness of the Borrower to Lender, and that no security interest in any such Collateral will be released until the total Indebtedness owed by the Borrower to Lender is paid in full.

**TAX AND INSURANCE RESERVES.** Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of annual taxes,

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## MODIFICATION OF MORTGAGE (Continued)

assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Borrower, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Borrowers as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Borrower, and the Lender is not Borrower's agent for payment of the taxes and assessments required to be paid by Borrower. If a security interest is also being granted to Lender in any real estate on which the Collateral is situated, then any provision relating to escrow or reserve accounts in the mortgage, deed of trust, or other real estate security instrument granting such interest has priority over this provision. .

**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 15, 2020.**

**GRANTOR:**


**CHICAGO SWEET CONNECTION GROUP LLC**

By: 

Athanasios D. Kailis, Manager of Chicago Sweet Connection Group LLC

**LENDER:**

**BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION**

X   
Authorized Signer

Deputy Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

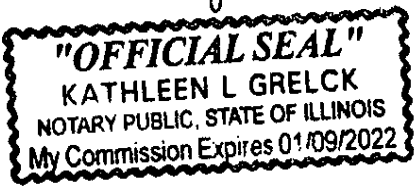
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 15<sup>th</sup> day of February, 2020 before me, the undersigned Notary Public, personally appeared Athanasios D. Kailis, Manager of Chicago Sweet Connection Group 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 Kathleen L. Grelick Residing at Norridge

Notary Public in and for the State of Illinois

My commission expires 1-9-22



County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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On this 15<sup>th</sup> day of February, 2020 before me, the undersigned Notary Public, personally appeared Constantine Avdalas and known to me to be the SVP, authorized agent for Byline Bank formerly known as North Community Bank, an Illinois banking corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank formerly known as North Community Bank, an Illinois banking corporation, duly authorized by Byline Bank formerly known as North Community Bank, an Illinois banking corporation 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 Byline Bank formerly known as North Community Bank, an Illinois banking corporation.

By Kathleen L. Greleck Residing at Norridge

Notary Public in and for the State of Illinois

My commission expires 1-9-22

