

# UNOFFICIAL COPY

non-agency

**RECORDATION REQUESTED BY:**

**FIRST MIDWEST BANK  
WAUKEGAN MAIN  
NORSTATES  
8750 WEST BRYN MAWR  
AVENUE  
SUITE 1300  
CHICAGO, IL 60631-3655**

Doc#. 2023307510 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/20/2020 03:17 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502**

**GIT**

40032921-DD1

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

**FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031**

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 29, 2020, is made and executed between TRI TAYLOR HOMES LLC, whose address is 106 WEST CALENDAR AVENUE SUITE 101, LA GRANGE, IL 605252325 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 17, 2017 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded July 20, 2017 as Documents #1720157135 in Cook County, Illinois.

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

PARCEL 1:

LOT 35 IN F.W. AND J.L. CAMPBELL'S SUBDIVISION OF LOTS 2, 3, 6, 7, 10 & 11 IN BLOCK 5 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 33 AND 34 IN F.W. AND J.L. CAMPBELL'S SUBDIVISION OF LOTS 2, 3, 6, 7, 10 & 11 IN BLOCK 5 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 32 IN F.W. AND J.L. CAMPBELL'S SUBDIVISION OF LOTS 2, 3, 6, 7, 10 & 11 IN BLOCK 5 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

Page 2

**PARCEL 4:**

LOT 31 IN CAMPBELL'S SUBDIVISION OF LOTS 2, 3, 6, 7, 10, AND 11, OF BLOCK 5 OF ROCKWELL'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 AND THE WEST 1/2 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2545, 2537 AND 2541 WEST CONGRESS PARKWAY, CHICAGO, IL 606123408. The Real Property tax identification number is 16-13-232-036-0000, 16-13-232-004-0000 AND 16-13-232-035-0000.

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

To delete the paragraph entitled "MAXIMUM LIEN" therein its entirety and insert in lieu thereof the following: "MAXIMUM LIEN. 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 \$8,400,000.00."

To delete the paragraph entitled, "THIS MORTGAGE" therein its entirety and insert in lieu thereof the following: "THIS MORTGAGE dated July 17, 2017, is made and executed between Tri Taylor Homes LLC (referred to below as "Grantor") and First Midwest Bank, as successor in interest to NorStates Bank, whose address is 300 North Hunt Club, Gurnee, IL 60031-2502."

To delete the paragraph entitled "The Real Property" therein its entirety and insert in lieu thereof the following: "The Real Property or its address is commonly known as 25445, 2537 and 2541 West Congress Parkway, Chicago, IL 606123408. The Real Property tax identification number is 16-13-232-036-0000, 16-13-232-035-0000 and 16-13-232-004-0000."

To delete the paragraph entitled, "LENDER" therein its entirety and insert in lieu thereof the following: "LENDER. The word "Lender" means First Midwest Bank, as successor in interest to NorStates Bank."

To delete the definition of "NOTE" therein its entirety and to insert in lieu thereof the following: "NOTE. The word "Note" means the Promissory Note dated June 29, 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, restatements of and substitutions for the Promissory Note all of which are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest".

**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 endorers 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.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 29, 2020.

GRANTOR:

TRI TAYLOR HOMES LLC

By: *[Signature]*  
PETE T. VITOGIANNIS, Manager of TRI TAYLOR HOMES LLC

LENDER:

FIRST MIDWEST BANK

X *[Signature]*  
Authorized Signer

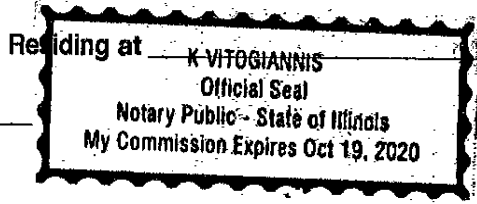
### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

On this 1<sup>st</sup> day of July, 2020 before me, the undersigned Notary Public, personally appeared **PETE T. VITOGIANNIS, Manager of TRI TAYLOR HOMES 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]*  
Notary Public in and for the State of Illinois  
My commission expires October 19, 2020



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Lake )

On this 07 day of July, 2020 before me, the undersigned Notary Public, personally appeared Mike Patsch and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Leanne Pease Residing at 725 Waukegan Rd.

Notary Public in and for the State of Illinois

My commission expires 06/19/21



DeKalb County Clerk's Office