

UNOFFICIAL COPY

Doc#: 2028339027 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/09/2020 09:50 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
Fifth Third Bank, National
Association
Attn: Post Closing Exceptions,
MD ROPS56
1850 East Paris Avenue SE
Grand Rapids, MI 49546

WHEN RECORDED MAIL TO:
Fifth Third Bank, National
Association
Attn: Post Closing Exceptions,
MD ROPS56
1850 East Paris Avenue SE
Grand Rapids, MI 49546

SEND TAX NOTICES TO:
Fifth Third Bank, National
Association
Attn: Escrow Processing,
MD1MOCB7
5050 Kingsley Drive
Cincinnati, OH 45227

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
NSANTIAGO
Fifth Third Bank, National Association
222 South Riverside Plaza
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 16, 2020, is made and executed between APL4M HOLDINGS, LLC, whose address is 1532 W. FULTON ST., CHICAGO, IL 60607 (referred to below as "Grantor") and Fifth Third Bank, National Association, whose address is 222 South Riverside Plaza, Chicago, IL 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 16, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of April 16, 2010, recorded on April 28, 2010 as document no. 1011812112, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 28, 2010 as document no. 1011812113.

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

Parcel 1: The East 9.28 feet of Lot 2, all of Lot 3 and 4 in the subdivision of the east 75 feet of the west half of the south half of Block 15 in Union Park Second Addition to Chicago in the southwest quarter of Section 8, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1 to 7 inclusive in County Clerk's Division of the south half of Block 15 in Union Park Second Addition to Chicago in the south west quarter of Section 8, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

The Real Property or its address is commonly known as 1532-50 W. FULTON ST., CHICAGO, IL 60607. The Real Property tax identification number is 17-08-308-028; 17-08-308-029; 17-08-308-030; 17-08-308-031; 17-08-308-032; 17-08-308-033; 17-08-308-034; and 17-08-308-038.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows:
The word "Note" means that certain Promissory Note dated April 16, 2020 in the current principal amount of \$604,381.11 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

Successor in interest. MB Financial Bank, N.A., successor in interest to American Chartered Bank, merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

The paragraph titled "MAXIMUM LIEN" set forth in the Mortgage is amended as follows:

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 \$1,208,762.22.

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 APRIL 16, 2020.

GRANTOR:

APL4M HOLDINGS, LLC

By: 

KEVIN G. DEADY, Member of APL4M HOLDINGS, LLC

By: 

ROBERT E. SCHELL, Member of APL4M HOLDINGS, LLC

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Mercer)

On this 10th day of April, 2020 before me, the undersigned Notary Public, personally appeared **KEVIN G. DEADY**, Member of **APL4M HOLDINGS, LLC** and **ROBERT E. SCHELL**, Member of **APL4M HOLDINGS, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Melissa S. O'Polka Residing at Mercer, Pennsylvania

Notary Public in and for the State of Pennsylvania

My commission expires April 23, 2021

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melissa S. O'Polka, Notary Public
Findley Twp., Mercer County
My Commission Expires April 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Ohio)
)
 COUNTY OF Hamilton) SS
)

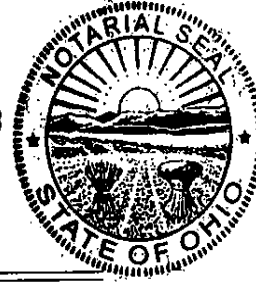
On this 7th day of May, 2020 before me, the undersigned Notary Public, personally appeared James Beltz and known to me to be the Vice President, authorized agent for **Fifth Third Bank, National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Fifth Third Bank, National Association**, duly authorized by **Fifth Third Bank, National Association** 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 **Fifth Third Bank, National Association**.

By TAMMY REEVES Residing at Cincinnati, Ohio

Notary Public in and for the State of Ohio

My commission expires 6-14-2023

TAMMY REEVES
 Notary Public, State of Ohio
 My Commission Expires 06-14-2023



Hamilton County Clerk's Office