Doc#. 2028721187 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 10/13/2020 02:32 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Wintrust Financial Corporation Middle Market Loan Servicing 9801 W. Higgins Rd., 4th Floor Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Wintrust Financial Corporation
Wintrust Middle Market Loan Servicir g
9801 W Higgins Rd - 4th Floor
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2020, is incide and executed between Samaritas, Inc. (referred to below as "Grantor") and Old Plank Trail Community Bank, N.A., whose address is 20012 S. Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 28, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

and recorded on June 2, 2015 in the office of the Cook County Recorder of Deeds as Document #1515329038.

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

LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 6 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCK 6, 7 & 8 OF WRIGHTS ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, ALSO DESCRIBED AS THE WEST 466 FEET OF LOT 7 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, 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 1359 West Washington Blvd., Chicago, IL 60607. The Real Property tax identification number is 17-08-335-001-0000; 17-08-335-002-0000 and 17-08-335-003-0000.

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

Modification of Note Description. The section captioned "Note" on page 12 of the mortgage is hereby amended to: The word "Note" means (a) a Promissory Note dated May 28, 2015 in the original principal amount of \$3,126,517.07 executed by Samaritas, Inc. ("Note 1") and (b) a Promissory Note dated May 28, 2015 in the original principal amount of \$4,000,000.00 executed by Ada. S. McKinley Community

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UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

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Service, Inc. ("Note 2"); together with any amendments, modifications, extensions, renewals or replacements thereof, are hereinafter collectively referred to as the "Note". All other terms and provisions not specifically amended herein, remain unchanged and in full effect.

The following paragraphs are hereby inserted into the Mortgage and made a part thereof:

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitations, a revolving line of credit ("Note 2") and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lende, to make advances to Grantor so long as Grantor compiles with all the terms of the Note and Related Documents.

TAX AND INSURENCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create ar adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estat staxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law. of the total annual payments Lender reconably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Crantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to d aw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the relidity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liquility 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 Ever, of Default as described below.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised.

MODIFICATION OF MORTGAGE (Continued)

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Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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 one 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 7, 2020.

County Clark's Office

GRANTOR:

SAMARITAS, INC.

Maurice Williams, President of Samaritas, Inc.

LENDER:

OLD PLANK TRAIL COMMUNITY BANK, N.A.

Authorized Signe

MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT	
STATE OF ILLINOIS)
) SS
COUNTY OF LOOK)
	,
On this 17th day of April	, 2020 before me, the undersigned Notary
Public, personally appeared Maurice Williams, Preside	ent of Samaritas, Inc., and known to me to be ar
authorized agent of the corporation that executed to Modification to be the free and voluntary act and deep to the corporation that executed to the corporation to the c	the Modification of Mortgage and acknowledged the
resolution of its board of directors, for the uses and put	rposes therein mentioned, and on oath stated that he or
she is authorized to execute inis Modification and	in fact executed the Modification on behalf of the
corporation.	
By Denise MORTON	Residing at 313 FALLONRIDGE WAX BOLINGBROOK, FL 60440
Notary Public in and for the State of 12000	BOLING BROOK, ICGO440
Monary Public III and for the state of	DENISE MORTON
My commission expires	Official Seal Notary Public - State of Illinois
	My Commission Expires Jul 6, 2022
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	The Clark's Office
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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF THINGS	1
) SS
COUNTY OF Will) 00
COUNTY OF VICE	,
On this 14th day of April Public, personally appeared James Turona	, $\frac{2020}{1000}$ before me, the undersigned Notary
	nity Bank, N.A. that executed the within and foregoing
instrument and acknowledged said instrument to be the Community Bank, N.A., duly authorized by Old Plank Trace or otherwise, for the uses and purposes therein mention execute this said instrument and in fact executed this said.	ne free and voluntary act and deed of Old Plank Trainal Community Bank, N.A. through its board of directors ned, and on oath stated that he or she is authorized to
Bank, N.A.	·
By blather Rop	Residing at <u>Mokena</u> , IL
Notary Public in and for the State of	
My commission expires $05/10/2023$	OFFICIAL SEAL HEATHER ROJAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/10/2023
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