

UNOFFICIAL COPY

Doc#. 2029262269 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/20/2020 02:46 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

**FIRST MIDWEST BANK
CHICAGO LINCOLN PARK
8750 WEST BRYN MAWR
AVENUE
SUITE 1300
CHICAGO, IL 60631-3655**

WHEN RECORDED MAIL TO:

**First Midwest Bank
Gurnee Branch
P.O. Box 9002
Gurnee, IL 60031-2502**

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 July 8, 2020, is made and executed between **ESF PARTNERS LLC**, whose address is **647 WEST ROSCOE STREET # 3, CHICAGO, IL 606572900** (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 June 18, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED 6/20/18 AS DOCUMENT NUMBER 1817108018, IN COOK COUNTY.

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

LOT 22 AND THE EAST 11-1/2 FEET OF LOT 21 IN BLOCK 4 IN SHERMAN'S ADDITION TO HOLSTEIN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as **2021 West Shakespeare Avenue, Chicago, IL 60647**. The Real Property tax identification number is **14-31-127-021-0000**.

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

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed **\$5,243,250.00**. This limitation of amount does not include interest attorney's fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

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Note having a current outstanding balance of \$195,369.47 as hereby revised by Promissory Note of even date in the amount of \$607,750.00 which includes an additional \$412,380.53,

CROSS COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable as evidenced by Note dated July 8, 2020 payable by ESF Partners LLC in the amount of \$607,750.00 and by Note dated July 8, 2020 payable to Roscoe 647, LLC in the amount of \$1,140,000.00.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 8, 2020.

GRANTOR:



ESF PARTNERS LLC

By: _____
EDMUND S. PASZYK, Manager of ESF PARTNERS LLC

LENDER:

FIRST MIDWEST BANK

x  _____
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF Illinois

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COUNTY OF Cook.

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On this 13th day of July, 2020 before me, the undersigned Notary Public, personally appeared **EDMUND S. PASZYLK, Manager of ESF PARTNERS 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 Ana LeivaResiding at 1000 N. Rush St Chicago IL 60611Notary Public in and for the State of IllinoisMy commission expires Jan 8th 2024

Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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COUNTY OF Cook)

On this 28th day of August, 2020 before me, the undersigned Notary Public, personally appeared Stephen P. Simkus and known to me to be the Loan Operations Sr. Consultant, 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 Deborah M. Mandel Residing at Tinley Park
Notary Public in and for the State of Illinois
My commission expires 1-20-2021

