

# UNOFFICIAL COPY

Doc#: 2031010134 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 11/05/2020 05:17 PM 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:**

A. Fabi  
Fifth Third Bank, National Association  
222 South Riverside Plaza  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 23, 2020, is made and executed between University Health Associates, LLC, whose address is 1560 Sherman Avenue, Suite 400, Evanston, IL 67201 (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 July 8, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of July 8, 2016 executed by University Health Associates, LLC ("Grantor") for the benefit of MB Financial Bank, N.A., as successor in interest to American Chartered Bank (the "Lender") recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on August 9, 2016 as document #1622239044, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on August 9, 2016 as document #1622239045.

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

THE SOUTH 40 FEET OF LOT 4 IN BLOCK 1 IN KEENEY AND RINN'S ADDITION TO EVANSTON IN THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 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 608 Sheridan Road, Evanston, IL 60201. The Real Property tax identification number is 11-19-417-017-0000.

**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 June 23, 2020 in the current principal amount of \$1,100,996.50 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 \$2,201,993.00.

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, 2010 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.

**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 JUNE 23, 2020.**

**GRANTOR:**

**UNIVERSITY HEALTH ASSOCIATES, LLC**

By: 

Jesse Viner, Manager of University Health Associates, LLC

**LENDER:**

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**

x 

Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Kane )

On this 24th day of July, 2020 before me, the undersigned Notary Public, personally appeared Jesse Viner, Manager of University Health Associates, 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 Leigh R. Smith

Residing at 4685 Winfield Road  
Winfield IL 60555

Notary Public in and for the State of Illinois

My commission expires 3/10/2024



County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Ohio )  
 ) SS  
 COUNTY OF Hamilton )

On this 24<sup>th</sup> day of July, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared Debra Taylor and known to me to be the Officer, 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 Greg B. Storch Residing at HAMILTON COUNTY

Notary Public in and for the State of OHIO

My commission expires 12-12-23



Hamilton County Clerk's Office