

UNOFFICIAL COPY

Doc#. 2032107400 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/16/2020 11:42 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
Northbrook Bank & Trust
Company, N.A.
1100 Waukegan Road
Northbrook, IL 60062

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Loan Operations, Loan Documentation Administrator
Northbrook Bank & Trust Company, N.A.
1100 Waukegan Road
Northbrook, IL 60062

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 27, 2020, is made and executed between Series Fullerton of the El Prado LLC (referred to below as "Grantor") and Northbrook Bank & Trust Company, N.A., whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 27, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 2, 2018 in the office of the Cook County Recorder, as Document No. 1812255211.

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

LOTS 26 AND 27 IN BLOCK 5 IN KEENEY AND PENBERTHY'S ADDITION TO PENNOCK, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4354-4358 West Fullerton Avenue, Chicago, IL 60639. The Real Property tax identification number is 13-27-416-027-0000.

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

(1) Any references to the maturity date in the Mortgage shall hereby be deleted in their entirety so that the validity of the Mortgage shall remain continuous and uninterrupted.

(2) The definition of "Lender" is hereby deleted in its entirety and replaced by:

Lender. The word "Lender" means Northbrook Bank & Trust Company, N.A. ("Lender"), as assignee from American Enterprise Bank, pursuant to the Asset Purchase Agreement between Northbrook Bank & Trust Company and American Enterprise Bank, dated July 31, 2018, its successors and assigns.

(3) The definition of "Note" is hereby deleted in its entirety and replaced by:

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(Continued)**

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Note. The word "Note" means a Promissory Note dated July 27, 2020, as amended from time to time, in the original principal amount of \$220,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

(4) The section titled "Maximum Lien" is hereby deleted in its entirety and replaced by:

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 \$440,000.00

(5) The following section is hereby added to the Mortgage:

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 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 JULY 27, 2020.

GRANTOR:

SERIES FULLERTON OF THE EL PRADO LLC

By:  09.02.2020

Doris R. Crudele, Manager of Series Fullerton of the El Prado LLC

LENDER:

NORTHBROOK BANK & TRUST COMPANY, N.A.

X 

Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF Illinois

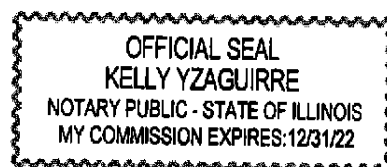
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) SS

COUNTY OF Cook

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On this 27th day of July, 2020 before me, the undersigned Notary Public, personally appeared Doris R. Crudele, Manager of Series Fullerton of the El Prado 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 Kelly YzaguirreResiding at 100 W North Ave, Chgo, ILNotary Public in and for the State of IllinoisMy commission expires 12/31/22

Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 27th day of July, 2020 before me, the undersigned Notary Public, personally appeared Jack Murphy and known to me to be the Commercial Officer, authorized agent for Northbrook Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Northbrook Bank & Trust Company, N.A., duly authorized by Northbrook Bank & Trust Company, N.A. 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 Northbrook Bank & Trust Company, N.A. .

By Kelly Yzaguirre Residing at 100 W North Ave., Chgo, IL

Notary Public in and for the State of Illinois

My commission expires 12/31/22

