

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 12/08/2020 02:34 PM Pg: 1 of 6

**THIS DOCUMENT PREPARED BY:**

Gotzmer Law Firm, Ltd.  
Kristopher L. Gotzmer, Esq.  
101 Pine St.  
Sheboygan Falls, WI 53085

**AFTER RECORDING RETURN TO:**

Byline Bank  
Attn: PCE Team  
10 N. Martingale Rd., Suite 160  
Schaumburg, IL 60173

9146-64651 14-2

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF  
LEASES AND RENTS AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is entered into as of 7-27, 2020, by and between 11 NORTHWEST LLC, an Illinois limited liability company ("Mortgagor"), and BYLINE BANK, an Illinois banking corporation, its successors and assigns ("Mortgagee").

**RECITALS**

A. Pursuant to a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 10, 2019, that was recorded in the office of the Cook County Recorder on October 16, 2019, as Document Number 1928946099 (the "Mortgage"), the Mortgagor did mortgage, convey and assign to the Mortgagee, its successors and assigns, and did grant to the Mortgagee a lien and security interest in the real property, together with the leases and rents therefrom, known as 11 Northwest Highway, City of Park Ridge, Cook County, Illinois, which real property is legally described on Exhibit A attached to this Amendment (the "Property").

B. Mortgagor and Mortgagee have agreed to amend the Mortgage to increase the amount of the loan secured by the Mortgage as set forth in this Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms and conditions contained herein and, in the Mortgage, and other good and valuable consideration, the receipt and

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sufficiency of which the Mortgagor and the Mortgagee hereby acknowledge, the Mortgagor and the Mortgagee agree as follows:

1. Amendment. The amount of the Loan set forth in Recital A of the Mortgage is hereby changed to One Million Four Hundred Five Thousand Dollars (\$1,405,000.00).

2. Effect of Amendment. Except as expressly amended and modified hereby, the Mortgage shall remain unmodified and in full force and effect as of the date hereof. Additionally, the Mortgage, as referenced in any other document that the parties have executed, shall mean the Mortgage as amended by this Amendment.

3. Miscellaneous.

(a) As amended by the terms of this Amendment, the Mortgage is in full force and effect and is hereby ratified and reaffirmed by the Mortgagor.

(b) This Amendment may be executed in counterparts, each of which when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

*[Signature Pages Follow]*

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Amendment the day and year first above written.

**MORTGAGOR:**

11 NORTHWEST LLC, an Illinois limited liability company

By: [Signature]  
Name: Adam M. Clabaugh  
Title: Manager

By: [Signature]  
Name: Andrew S. Nast  
Title: Manager

STATE OF Illinois )  
COUNTY OF COOK ) ss

I, Kellie L Fiorito, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Adam M. Clabaugh, a manager of 11 Northwest LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of July, 2019.  
[Signature]  
NOTARY PUBLIC  
My Commission Expires 10-18-2022

STATE OF Illinois )  
COUNTY OF COOK ) ss

I, Kellie L Fiorito, a Notary Public in and for said county, in the State aforesaid, do hereby certify that ~~Adam M. Clabaugh~~ Andrew S. Nast, a manager of 11 Northwest LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of July, 2019.  
[Signature]  
NOTARY PUBLIC  
My Commission Expires 10-18-2022

Property of [Faint watermark text]



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## MORTGAGEE:

BYLINE BANK, an Illinois banking corporation

By: [Signature]  
 Print Name: JEFF FORDICE  
 Title: SR. VICE-PRESIDENT

STATE OF Illinois )  
 ) ss  
 COUNTY OF DeKalb )

Personally came before me, this 27 day of July, 2020, the above named JEFF FORDICE - SR, an authorized representative of Byline Bank, an Illinois banking corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation, by his or her authority.

GIVEN under my hand and notarial seal, this 27 day of July, 2020.

[Signature]  
 NOTARY PUBLIC  
 My Commission Expires 10-18-2022



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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF LOT 10, LYING NORTHWESTERLY OF A LINE DRAWN 80 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 10 IN BLOCK 6 OF PENNYAND ROOT'S SUBDIVISION OF BLOCKS 6 AND 7 OF PENNY AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 11 Northwest Hwy., Park Ridge, IL 60068

Permanent Index Numbers: 09-26-425-050-0000 (Volume number 93); 09-26-425-051-0000 (Volume number 93)

Property of Cook County Clerk's Office

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**AFFIDAVIT AS TO  
ORIGINAL DOCUMENT**

State of Illinois )  
County of Dupage ) ss.

**WITNESSETH**, that the affiant, Tammy Redman, under oath and being fully advised as to the premises and circumstances, and being of sound mind and of legal age, and in reference to title to the premises, legally described as follows; to-wit:


LEGAL: SEE ATTACHED EXHIBIT "A"

PIN: 09-26-425-050-0000 (Vol. # 93); 09-26-425-051-0000 (Vol. # 93)

ADDRESS: 11 Northwest Hwy, Park Ridge, IL. 60068

Does hereby affirmatively states that the pg 4 of Amendment attached hereto is a true and exact copy of the original document from our file which was executed by the parties, as the original has been lost. This document is being recorded for the purposes of placing a notice of said document in the public records.

**FURTHER**, Affiant say not.



STATE OF ILLINOIS ) SS  
COUNTY OF Dupage )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Tammy Redman, BEING PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME WAS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 13<sup>th</sup> of Nov., 2020.

Victoria A. Friel  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6/19/23

Stewart Title Company  
700 E Diehl Rd  
Suite 180  
Naperville, IL 60563

