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Doc#: 2035117247 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/16/2020 02:58 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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

D Rodriguez
Fifth Third Bank, National Association
222 South Riverside Plaza
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2020, is made and executed between Washington & Hyde Park Properties, LLC, whose address is 847 Marion Avenue, Highland Park, IL 60035 (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 March 5, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of March 5, 2010, recorded on March 11, 2010 as Document No. 1007012021, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 12, 2010 as Document No. 1007133030 and further modified by a Modification of Mortgage dated July 5, 2017 as recorded on July 31, 2017 as Document No. 1721216337.

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

THE NORTH 5.45 FEET OF LOT 11 AND ALL OF LOT 12 IN JOHN COWLES' SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE NORTH 50 FEET THEREOF) OF BLOCK 1 IN BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT 2.50 ACRES IN THE SOUTHEAST CORNER THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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The Real Property or its address is commonly known as 6103-6105 S. University Avenue, Chicago, IL 60637. The Real Property tax identification number is 20-14-312-035-0000.

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 July 5, 2020 in the current principal amount of \$494,384.68 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

Successor in Interest. MB Financial Bank, N.A. merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 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 or 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 MAY 5, 2020.

GRANTOR:

WASHINGTON & HYDE PARK PROPERTIES, LLC

ACCEPTANCE CORP. INC., Manager of Washington & Hyde Park Properties, LLC

By: 

Wendy Posnock, President/Secretary of Acceptance Corp. Inc.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

x *[Signature]* ✓
 Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

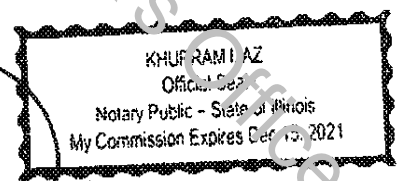
On this 15 day of May 2020, before me, the undersigned Notary Public, personally appeared Wendy Posnock, President/Secretary of Acceptance Corp. Inc., Manager of Washington & Hyde Park Properties, LLC, and known to me to be a member or designated agent of the limited liability company that executed the 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 KHURRAM UAZ Residing at Stoke

Notary Public in and for the State of IL

My commission expires Dec 15, 2021

[Signature]



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

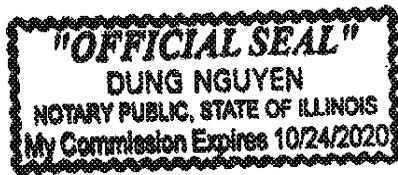
STATE OF Illinois)
)
) SS
 COUNTY OF DuPage)

On this 21 day of May, 2020 before me, the undersigned Notary Public, personally appeared Regina H. Burrell and known to me to be the AVP, 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 [Signature] Residing at India

Notary Public in and for the State of Illinois

My commission expires 10/24/2020



County Clerk's Office