

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Northbrook Bank & Trust  
Company, N.A.  
1100 Waukegan Road  
Northbrook, IL 60062

Doc#: 2103935185 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 02/08/2021 12:15 PM Pg: 1 of 5

**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 Operations Administrator  
Northbrook Bank & Trust Company, N.A.  
1100 Waukegan Road  
Northbrook, IL 60062

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 13, 2020, is made and executed between MBR Properties & Management, LLC - 824 W. Superior Street, whose address is 2640 Patriot Blvd., Suite 220, Glenview, IL 60026 (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 December 21, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 11, 2017, in the Office of the Cook County Recorder of Deeds as Document #1701155171 and an Assignment of Rents dated December 21, 2016, and recorded on January 11, 2017, in the Office of the Cook County Recorder of Deeds as Document #1701155172.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 824 W. Superior Street, Unit 100, Parcels B1 & B2, Chicago, IL 60622. The Real Property tax identification number is 17-08-210-013-1018 and 17-08-210-013-1019.

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

(1) The definition of the word **Lender** is hereby modified in its entirety to read as follows:

**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.

(2) The definition of **Note** is hereby restated in its entirety to mean the following:

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## MODIFICATION OF MORTGAGE

(Continued)

**Note.** The word "Note" means a Promissory Note dated November 18, 2020, as amended from time to time, in the original principal amount of \$304,815.93 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

(3) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

**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 \$609,631.86.

**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 NOVEMBER 18, 2020.**

**GRANTOR:**

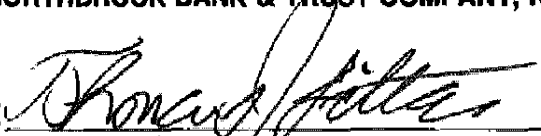
**MBR PROPERTIES & MANAGEMENT, LLC - 824 W. SUPERIOR SERIES**

By:   
Robert A. Breslow, Member of MBR Properties & Management,  
LLC - 824 W. Superior Series

By:   
Monica J. Breslow, Member of MBR Properties & Management,  
LLC - 824 W. Superior Series

**LENDER:**

**NORTHBROOK BANK & TRUST COMPANY, N.A.**

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

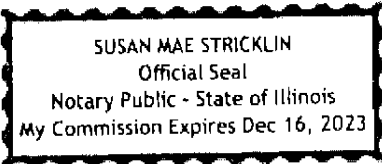
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30<sup>th</sup> day of November, 2020 before me, the undersigned Notary Public, personally appeared **Robert A. Breslow, Member of MBR Properties & Management, LLC - 824 W. Superior Series** and **Monica J. Breslow, Member of MBR Properties & Management, LLC - 824 W. Superior Series**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Susan Mae Stricklin Residing at 1542 Patterson Ave., N. Aurora, IL 60542

Notary Public in and for the State of Illinois

My commission expires 12/16/23



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

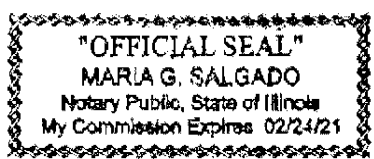
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 3<sup>rd</sup> day of December, 2020 before me, the undersigned Notary Public, personally appeared Thomas J. Litlau and known to me to be the EVP, 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 [Signature] Residing at Chicago  
 Notary Public in and for the State of IL

My commission expires 02/24/21



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## EXHIBIT "A"

**Property Address:** 824 W. SUPERIOR STREET, UNIT 100,  
CHICAGO IL 60642

**Legal Description:**

UNITS PARCEL B1 AND B2 IN 824 WEST SUPERIOR COMMERCIAL CONDOMINIUM AS DELINEATED ON AS SURVEY AND DECLARATION RECORDED SEPTEMBER 1, 2005 AS DOCUMENT NUMBER 0524403038 AND FURTHER AMENDED BY AN AMENDED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS DATED JUNE 21, 2006 AND RECORDED JUNE 22, 2006, AS DOCUMENT NUMBER 0617331029, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST OF 15.03395 AND 1.00000, INCLUSIVE, OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 15 TO 20 INCLUSIVE IN BLOCK 7 IN RIDGELY'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 5, 9, 10, 12, 14, 15 AND 16 OF ASSESSOR'S DIVISION IN THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 20 AFORESAID, THENCE NORTH 0 DEGREES 13 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 20, BEING ALSO THE EAST LINE OF NORTH GREEN STREET, 71.46 FEET TO A POINT, SAID POINT BEING 29.03 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.80 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.73 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 2.61 FEET; THENCE NORTH 10 DEGREES 25 MINUTES 22 SECONDS EAST, 3.22 FEET TO A POINT, SAID POINT BEING 25.15 FEET (AS MEASURED PERPENDICULARLY) SOUTH OF THE NORTH LINE OF LOT 20 AFORESAID; THENCE SOUTH 77 DEGREES 58 MINUTES 06 SECONDS EAST, 30.16 FEET TO A POINT BEING 31.53 FEET (AS MEASURED PERPENDICULARLY) SOUTH OF THE NORTH LINE OF LOT 19 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 10.46 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 22.46 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 6.09 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 5.96 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.41 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 20.26 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 3.49 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 6.82 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.98 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 2.96 FEET TO A POINT ON THE SOUTH LINE OF LOT 19 AFORESAID, SAID POINT BEING 39.23 FEET (AS MEASURED ALONG THE SOUTH LINE OF LOTS 19 AND 20 AFORESAID) EAST OF THE SOUTHWEST CORNER OF LOT 20 AFORESAID; THENCE SOUTH 89 DEGREES 47 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 19 AND 20 AFORESAID, BEING ALSO THE NORTH LINE OF WEST SUPERIOR STREET, 39.23 FEET TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING.

SAID PARCEL HAVING AS LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +20.50 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLAN OF ELEVATION +36.24 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

**Permanent Index No.:** 17-08-210-013-1018, 17-08-210-013-1019