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Doc#. 2108839335 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/29/2021 02:53 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

**BMO Harris Bank N.A.
Attn: Collateral Fulfillment
P.O. Box 2058
Milwaukee, WI 53201**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Robyn Gerlach, Loan Administrator
BMO Harris Bank N.A.
111 W Monroe Street
Chicago, IL 60603-4095**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 25, 2021, is made and executed between **GPK PROPERTIES, LLC**, an Illinois limited liability company, whose address is **7221 W Touhy, Chicago, IL 60631** (referred to below as "Grantor") and **BMO Harris Bank N.A.**, whose address is **111 W Monroe Street, Chicago, IL 60603-4095** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 28, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on January 2, 2008 as Document #0800231036 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

Unit 1 in the Condominium as depicted on the plat of survey of the following described real estate: Lot 25 in Block 3 in William E. Hatterman's Milwaukee Avenue Subdivision of Lots 15 and 16 in Brand's Subdivision of the Northeast 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, which plat of survey is attached as Exhibit "D" to the Declaration of Condominium Ownership recorded May 6, 2004 as Document No. 0412727059, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2: The exclusive right to the Parking P-1, a limited common element as delineated on the plat of survey and the rights and easements for the benefit of Unit Number 1 as are set forth in the Declaration.

The Real Property or its address is commonly known as **3448 W Diversey #1, Chicago, IL 60647**. The Real Property tax identification number is **13-26-225-060-1001**.

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

This Modification of Mortgage reflects the following:

at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums

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MODIFICATION OF MORTGAGE (Continued)

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advanced to protect the security of the mortgage, exceed the amount of \$232,208.00; and
to amend the name of Lender to read as follows: BMO Harris Bank N.A., as Successor by Merger with
Harris N.A, its successors and/or assigns; and

the following paragraph(s) is/are hereby added to the Mortgage:

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

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.

FLOOD INSURANCE. Notwithstanding requirements in the "Maintenance of Insurance" provision, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain federal or private flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations. .

COUNTERPARTS. This Modification of Mortgage may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original, and may be executed and delivered by facsimile or electronic transmission; such counterparts, facsimiles and electronic transmissions, together, shall constitute one and the same agreement.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 26, 2021.

GRANTOR:


GPK PROPERTIES, LLC

By: 
George Polymenakos, Manager of GPK PROPERTIES, LLC

By: 
Peter Mihalopoulos, Manager of GPK PROPERTIES, LLC

LENDER:

BMO HARRIS BANK N.A.

X 
Authorized Signer Deabna Lunquist

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK COUNTY) SS
)

On this 21st day of FEBRUARY, 2021 before me, the undersigned Notary Public, personally appeared **George Polymenakos, Manager of GPK PROPERTIES, LLC and Peter Mihopoulos, Manager of GPK PROPERTIES, LLC**, 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 Sophia Mihopoulos Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 3/8/2021



PROVIDER OF County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9th day of March, 2021 before me, the undersigned Notary Public, personally appeared Manna Lumist and known to me to be the Manager, authorized agent for **BMO Harris Bank N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BMO Harris Bank N.A.**, duly authorized by **BMO Harris Bank 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 **BMO Harris Bank N.A.**.

By [Signature] Residing at Naperville, IL

Notary Public in and for the State of ILLINOIS

My commission expires 10/2/21



Notary Public of Cook County Clerk's Office