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Doc#: 2109507167 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/05/2021 07:04 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

SEND TAX NOTICES TO:

619 H LLC
2819 Girard Ave.
Evanston, IL 60201

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Documentation
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2021, is made and executed between 619 H LLC, an Illinois Limited Liability Company, whose address is 2819 Girard Ave., Evanston, IL 60201 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 4, 2019 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated October 4, 2019 recorded as Document No. 1930410004 in Cook County Recorder of Deeds and an Assignment of Rents dated October 4, 2019 recorded as Document Number 1930410005 in Cook County Recorder of Deeds

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

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 2 IN NILES HOWARD TERMINAL ADDITION, BEING SUBDIVISION OF THE SOUTH 6.25 CHAINS (412 1/2 FEET) OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 611, 613, 619 and 621 Howard Street, Evanston, IL 60202. The Real Property tax identification number is 11-30-210-016-0000, 11-30-210-017-0000, 11-30-210-018-0000, 11-30-210-019-0000 and 11-30-210-020-0000.

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

1. The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

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MODIFICATION OF MORTGAGE (Continued)

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Note. The word "Note" means the promissory note dated February 4, 2021, in the original principal amount of \$700,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: 44 monthly principal and interest payments of \$4,449.89 beginning March 4, 2021 and on the same day of each month thereafter until October 4, 2024 with interest calculated on the unpaid principal balance at an interest rate of 4.250% fixed. Then, beginning on October 4, 2024 the payment shall be reset as follows: 59 monthly principal and interest payments beginning on November 4, 2024 and on the same day of each month thereafter until paid, based on a 20 year amortization of the remaining outstanding principal balance and one balloon principal and interest payment due October 4, 2029, with interest calculated on the unpaid principal balance at the fixed rate of 350 basis points in excess of the then prevailing 5-year Treasury Constant Maturities rate, as published in the Board of Governors of the Federal Reserve System selected interest rate daily - H-15, as quoted by Lender. If the Index becomes unavailable during the terms of this loan, Lender may designate a substitute index after notifying Borrower. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate in this Note be more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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 \$700,000.00.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 FEBRUARY 4, 2021.

GRANTOR:

619 H LLC

By: 


Mohamed M. Eldibany, Manager of 619 H LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

BYLINE BANK

X 
 Authorized Signer

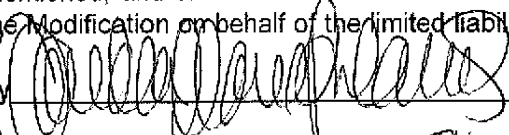
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

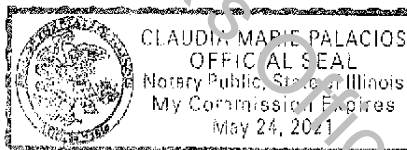
COUNTY OF COOK)

On this 9th day of March, 2021 before me, the undersigned Notary Public, personally appeared **Mohamed M. Eldibany, Manager of 619 H 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 
 Notary Public in and for the State of Illinois

Residing at 820 Church St. Evanston IL,
60201

My commission expires May 24, 2021



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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 _____ and known to me to be the _____, authorized agent for **Byline Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank**, duly authorized by **Byline Bank** 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 **Byline Bank**.

By: *[Signature]* Residing at 820 Church St. Evanston, IL
60201
 Notary Public in and for the State of Illinois

My commission expires May 24, 2021

