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RECORDATION REQUESTED BY:

**Fifth Third Bank, National
Association
Attn: Post Closing Exceptions,
MD ROPS56
1850 East Paris Avenue SE
Grand Rapids, MI 49546**

Doc#: 2110207588 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/12/2021 01:36 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

**First American
4795 Regent Blvd, FL 1 & 2
Irving, TX 75063**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Glizarry
Fifth Third Bank, National Association
222 South Riverside Plaza
Chicago, IL 60606**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 21, 2021, is made and executed between 4850 SOUTH KILBOURN LLC, whose address is 4800 S. Kilbourn Ave, Chicago, IL 60622 (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 January 24, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 24, 2013, recorded on January 29, 2013 as document no. 1302922012, and Assignment of Rents therewith executed by Grantor for the benefit of Lender, recorded on January 29, 2013 as document no. 1302922013.

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

THE SOUTH 417.00 FEET OF THE NORTH 1358.00 FEET OF THE TWO (2) FOLLOWING DESCRIBED PARCELS OF REAL PROPERTY TAKEN AS A SINGLE TRACT:

PARCEL 1:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM THE ABOVE DESCRIBED PARCEL THE SOUTH 1040.00 FEET AND THE WEST 333.00 FEET THEREOF);

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

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FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 333.00 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ON A LINE 333.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1809.50 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE TO THE NORTHWEST OF 45 DEGREES, A DISTANCE OF 203.01 FEET TO A POINT 189.45 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 299.57 FEET AN ARC DISTANCE OF 199.52 FEET TO A POINT, WHICH IS 103.84 FEET EAST OF SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 175.00 FEET TO A POINT, WHICH IS 83.00 FEET EAST OF THE SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4; THENCE NORTHERLY ON A LINE 83.00 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE, A DISTANCE OF 1316.82 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 250.00 FEET TO THE PLACE OF BEGINNING (EXCEPT THEREFROM THAT PART THEREOF, WHICH LIES SOUTH OF THE NORTH LINE OF THE SOUTH 1040.00 FEET OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4850 S. Kilbourn Ave., Chicago, IL 60632. The Real Property tax identification number is 19-10-104-027-0000 and 19-10-104-028-0000.

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 January 21, 2021 in the current principal amount of \$1,767,658.51 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.

The paragraph titled "MAXIMUM LIEN" set forth in the Mortgage is amended as follows:

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 \$3,535,317.02.

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.

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(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 JANUARY 21, 2021.


GRANTOR:

✓ 4850 SOUTH KILBOURN LLC

By: 
Steven M. Appelbaum, Manager of 4850 SOUTH KILBOURN LLC

LENDER:

✓ FIFTH THIRD BANK, NATIONAL ASSOCIATION

x 
Authorized Signer
Sr. Vice President

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Kane)

On this 21st day of January, 2021 before me, the undersigned Notary Public, personally appeared **Steven M. Appelbaum, Manager of 4850 SOUTH KILBOURN 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 Leigh R Smith Residing at 4685 Winfield Rd
Warrenville IL 60555
 Notary Public in and for the State of Illinois

My commission expires 3/10/2024



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Kane)

On this 21st day of January, 2021 before me, the undersigned Notary Public, personally appeared Richard Feller and known to me to be the SVP, 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 Leigh R Smith Residing at 4685 Winfield Rd
Warrenville IL 60555

Notary Public in and for the State of Illinois

My commission expires 3/10/2024



COOK'S Office