

UNOFFICIAL COPY

Doc#: 2127234127 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/29/2021 01:47 PM Pg: 1 of 6

218067

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

David J. O'Keefe
Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison Street
Suite 2300
Chicago, Illinois 60602

**SECOND MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (the "**Modification**") is made as of the 2nd day of July, 2021, by **AFM PROPERTIES, LLC**, an Illinois limited liability company ("**Mortgagor**") and **FIRST MIDWEST BANK** as successor to **Bridgeview Bank Group** ("**Mortgagee**").

RECITALS:

WHEREAS, Mortgagee has heretofore made a mortgage loan (the "**Loan**") to Mortgagor and **Albert F. Moore, Jr.** individually (collectively ("**Borrowers**") in the original principal amount of **One Million and 00/100 Dollars (\$1,000,000.00)**; and

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Mortgage Note by Borrowers to Mortgagee dated as of April 4, 2018, in the amount of **One Million and 00/100 Dollars (\$1,000,000.00)**, as modified by a First Amendment to Mortgage Note by Borrowers dated as of April 3, 2021 (collectively the "**Note**"); and

WHEREAS, the Note is secured by a Mortgage, Assignment of Rents and Leases and Security Agreement dated as of April 4, 2018, by Mortgagor in favor of Mortgagee, recorded against the real property legally described on Exhibit A attached hereto in the Office of the Recorder of Deeds of Cook County, Illinois, on June 18, 2018, as Document No. 1816941180, as modified by a First Modification of Mortgage and Other Security Documents Agreement dated as of April 3, 2021, by Mortgagor recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 6, 2021, as Document No. 2112642156 (collectively the "**Mortgage**") and other instruments and documents executed by or on behalf of Borrowers and delivered to Mortgagee in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, Mortgagee and Borrowers are desirous of modifying the Note to extend the Maturity Date; and

UNOFFICIAL COPY

WHEREAS, as a condition to such modification, Mortgagee is requiring: (i) this Modification and (ii) a Second Amendment to Revolving Line of Credit Mortgage Note dated of even date herewith executed by Borrowers (the "**Note Amendment**") whereby the Note is modified to extend the Maturity Date;

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals; Definitions; Conflict.** The aforesaid recitals are hereby incorporated into this Amendment as if fully set forth in this Paragraph 1. Any initially-capitalized term used and not defined herein shall have the meaning ascribed to same in the Mortgage and Other Loan Documents. Wherever the terms and conditions of this Amendment conflict with the terms and conditions of the original Mortgage and Other Loan Documents, the terms and conditions of this Amendment shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and Other Loan Documents.

1. **Modification of Mortgage and Other Security Documents.** From and after the date hereof, the Mortgage and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment.

2. **References to Note.** From and after the date hereof, any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.

3. **References to Loan Documents.** Any and all references in the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.

4. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

5. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

6. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have caused this Second Modification of Mortgage and Other Security Documents to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

AFM PROPERTIES, an Illinois limited liability company

By: **Albert F. Moore, Jr. Living Trust, Member**

By: 
Albert F. Moore, Jr., Trustee

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jeffrey Scott Koenig, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Albert F. Moore, Jr.**, Trustee of the **Albert F. Moore, Jr. Living Trust**, sole Member of **AFM PROPERTIES, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Trust and Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of July, 2021.

Jeffrey Scott Koenig
Notary Public



UNOFFICIAL COPY

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Second Modification of Mortgage and Other Security Documents.

Dated as of July 2, 2021.

**FIRST MIDWEST BANK as successor to
Bridgeview Bank Group**

By: [Signature]
Name: Kimberly Jung
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mayra Sanchez, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kimberly Jung of **FIRST MIDWEST BANK as successor to Bridgeview Bank Group**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of August, 2021.

[Signature]
Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 7 (EXCEPT THAT PART THEREOF FALLING WITHIN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES) IN MBC SUBDIVISION OF PART OF THE NORTH EAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 20, 1976, AS DOCUMENT NUMBER 2870474

STREET ADDRESS: 8906-8930 S. OCTAVIA AVE., BRIDGEVIEW, IL

PIN: 23-01-207-011-0000

Property of Cook County Clerk's Office