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Doc# 2128122039 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/08/2021 03:43 PM PG: 1 OF 6

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING**

RETURN TO:

David J. O'Keefe
Schain Banks
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 June 11, 2021, by **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as **Successor Trustee under Trust Agreement dated April 21, 2014, and known as Trust No. 8002364628 ("Grantor")** and **FIRST MIDWEST BANK ("Lender")**.

RECITALS:

WHEREAS, Lender has heretofore made a loan (the "**297 Loan**") to Boris Nitchoff, personally ("**Nitchoff**"), and **Mako Properties, Inc.**, an Illinois corporation (collectively "**Original Borrowers**") in the principal amount of **Two Hundred Ninety-Seven Thousand Six Hundred and 00/100 Dollars (\$297,600.00)**; and

WHEREAS, the 297 Loan is evidenced by that certain Promissory Note dated as of August 12, 2019, made by Original Borrowers to Lender whereby Original Borrowers promised to pay to the order of Lender the principal sum of **Two Hundred Ninety-Seven Thousand Six Hundred and 00/100 Dollars (\$297,600.00)**, as modified by that certain First Amendment to Promissory Note dated as of December 12, 2020, by Original Borrowers and Lender (collectively the "**297 Note**"); and

WHEREAS, Lender has heretofore made a loan (the "**339 Loan**") to Original Borrowers in the principal amount of **Three Hundred Thirty-Nine Thousand Six Hundred Eighty and 00/100 Dollars (\$339,680.00)**; and

WHEREAS, the 339 Loan is evidenced by that certain Promissory Note dated as of August 12, 2019, made by Original Borrowers to Lender whereby Original Borrowers promised to pay to the order of Lender the principal sum of **Three Hundred Thirty-Nine Thousand Six Hundred Eighty and 00/100 Dollars (\$339,680.00)**, as modified by that certain First Amendment to Promissory Note dated as of December 12, 2020, by Original Borrowers and Lender (collectively the "**339 Note**"); and

WHEREAS, Lender has heretofore made a loan (the "**377 Loan**") and, along with the 297 Loan and the 339 Loan, collectively referred to herein as the "**Loans**") to Original Borrowers in the principal amount of **Three Hundred Seventy-Seven Thousand Two Hundred Seventy and 93/100 Dollars (\$377,270.93)**; and

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WHEREAS, the 377 Loan is evidenced by that certain Promissory Note dated as of August 12, 2019, made by Original Borrowers to Lender whereby Original Borrowers promised to pay to the order of Lender the principal sum of **Three Hundred Seventy-Seven Thousand Two Hundred Seventy and 93/100 Dollars (\$377,270.93)**, as modified by that certain First Amendment to Promissory Note dated as of December 12, 2020, by Original Borrowers and Lender (collectively the "**377 Note**" and, along with the 297 Note and the 339 Note, collectively referred to herein as the "**Notes**"); and

WHEREAS, the Notes are secured by, among other things, that certain Mortgage dated as of August 12, 2019, by Grantor in favor of Lender, recorded against the real property legally described on the attached Exhibit A (the "**Property**") in the Office of the Recorder of Deeds of Cook County, Illinois, on January 2, 2020, as Document No. 2000246330, as modified by that certain First Modification of Mortgage and Other Security Documents dated as of December 12, 2020, by Grantor in favor of Lender, recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois, on May 11, 2021, as Document No. 2113145187 (collectively the "**Mortgage**"); that certain Collateral Assignment of Rents dated as of August 12, 2019, by Grantor in favor of Lender, recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois, on January 2, 2020, as Document No. 2000246331, as modified by that certain First Modification of Mortgage and Other Security Documents dated as of December 12, 2020, by Multi-Parcel Trust in favor of Lender, recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois, on May 11, 2021, as Document No. 2113145187 (collectively the "**Assignment**"); and other instruments and documents executed by or on behalf of Grantor or Original Borrowers and delivered to Lender in connection with the Loans, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, Borrowers desire to modify the terms of the Notes and, as a condition to such renewal and modification, Lender is requiring: (i) this Modification; and (ii) Second Amendments to Promissory Notes whereby the Notes are modified as set forth therein (the "**Note Amendments**");

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.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification 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.

2. **References to Notes.** From and after the date hereof, the Mortgage shall be deemed to secure the Notes as modified by the Note Amendments; and (ii) any and all references in the Mortgage to the Notes shall be deemed to refer to the Notes as modified by the Note Amendments, respectively.

3. **Reaffirmation of Representations and Warranties.** Grantor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage.

4. **Reaffirmation of Covenants.** Grantor 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 as herein modified.

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

6. **Land Trustee Exculpation.** This Modification is executed by Chicago Title Land Trust Company, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Modification or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Each original and successive holder of this Modification accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Property, or the proceeds arising from such Property's sale or other disposition. In the event of Default, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment of the Secured indebtedness, action to enforce the personal liability of all makers on and guarantors of the Notes, or any other remedies as the holder in its sole discretion may elect.

*[BALANCE OF PAGE INTENTIONALLY BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]*

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IN WITNESS WHEREOF, Grantor has caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.



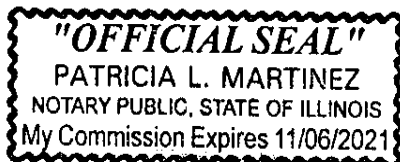
CHICAGO TITLE LAND TRUST COMPANY, not personally but as Successor Trustee as aforesaid

By: *Carolyn Pampenella*
Name: CAROLYN PAMPENELLA
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CAROLYN PAMPENELLA, VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Company as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 29th day of September, 2021.



Patricia L. Martinez
Notary Public

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CONSENT OF LENDER

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

Dated as of June 11, 2021.

FIRST MIDWEST BANK

By: Robert S. Sheppard
Name: ROBERT S. SHEPPARD
Title: AUP / Underwriter

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, Brittany N Brown, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert S. Sheppard, of FIRST MIDWEST BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AUP Underwriter, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2 day of September, 2021.

Brittany N Brown
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 8 IN TURNER'S GROVE BEING A SUBDIVISION IN SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1988 AS DOCUMENT NUMBER 88566769, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 29 EMILY LANE, LEMONT, IL 60439
P.I.N: 22-32-304-003-0000

PARCEL 2:

LOT 8 IN BLOCK 3 IN CUSHINGS SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 2101 NORTH LOWELL AVENUE, CHICAGO, IL 60641
P.I.N: 13-27-201-013-0000

PARCEL 3:

LOT 5 AND 6 IN BLOCK 24 IN ARGO SECOND ADDITION TO SUMMIT A SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF ARCHER AVENUE (EXCEPT THE RIGHT-OF-WAY OF THE CHICAGO AND CALUMET TRUNK RAILROAD IN THE VILLAGE OF SUMMIT), IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 6210-14 SOUTH ARCHER ROAD, SUMMIT, IL 60501
P.I.N: 18-13-309-032-0000

PARCEL 4:

THAT PART OF THE SOUTH 305 FEET OF THE NORTH 588.50 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF ARCHER AVENUE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE NORTHEASTERLY PARALLEL TO THE WESTERLY LINE OF ARCHER AVENUE, 178.50 FEET; THENCE SOUTHWESTERLY ON A LINE, TO A POINT, SAID POINT BEING 163.94 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 350 FEET AND 332.05 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTH 350, A DISTANCE OF 52.82 FEET THEREOF SOUTHWESTERLY ALONG A CURVE HAVING A RADIUS OF 307.30 FEET, CONVEX TO THE NORTHWEST, TO A POINT ON THE SOUTH LINE OF THE SAID SOUTH 350 FEET, 166.15 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ON SAID SOUTH LINE OF THE SOUTH 350 FEET, 166.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 7760 WEST 60TH PLACE, SUMMIT, IL 60501
P.I.N: 18-13-302-050-000