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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/22/2022 11:54 AM PG: 1 OF 4

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
CHICAGO HARLEM & IRVING
8750 WEST BRYN MAWR
AVENUE
SUITE 1300
CHICAGO, IL 60631-3655

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

FL # 6719280 2023

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 2021, is made and executed between SURAMBALA CORP, whose address is 7949 WEST 79TH STREET UNIT 2, BRIDGEVIEW, IL 60455-7300 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 2017 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded September 6, 2017 as Document #1724949019 in Cook County, Illinois.

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

LOTS 17, 18 AND 19 IN BLOCK 16 IN FREDERICK H. BARLETTS 2ND ADDITION TO BARLETT HIGHLANDS, OF BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6738 WEST ARCHER AVENUE, CHICAGO, IL 60638-2333. The Real Property tax identification number is 19-07-424-041-0000; 19-07-424-042-0000 AND 19-07-424-040-0000.

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

1. To delete the definition of "Note" (s) therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated November 22, 2021, in the original principal amount of \$4,163,135.31 from Borrower 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 a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by

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MODIFICATION OF MORTGAGE (Continued)

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applicable law. **Notice to Grantor: The Note contains a variable interest rate.**"

2. To add the following: Hedging Agreement. "Hedging Agreement" shall mean (i) any transaction now existing or hereafter entered into between Grantor and Lender which is a rate swap, basis swap, commodity swap, equity or equity index swap, foreign exchange transaction, currency or cross-currency rate swap, or any similar transaction or any combination thereof (including any option, cap, collar, floor or forward with respect to any of the foregoing), whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, and any other agreement or arrangement designed to protect against fluctuations in interest rates, currency exchange rates or commodity prices, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing, and (iii) any agreement, confirmation or other document with respect thereto, and (iv) all debts, obligations and liabilities of the Grantor with respect to any of the foregoing.

Eligible Contract Participant Savings Clause. Notwithstanding anything herein to the contrary, the Indebtedness shall not include any Excluded Hedging Obligations. "Excluded Hedging Obligations" means obligations under any Hedging Agreement, if and to the extent that all or a portion of the agreement obligating Grantor to pay, or the grant by Grantor of a security interest to secure, such obligation (or any guarantee thereof) is or becomes impermissible under the Commodity Exchange Act (7 U.S.C. §1, et seq., as amended from time to time, and any successor statute) for any reason, including by virtue of Grantor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such Hedging Agreement becomes effective with respect to such obligation.

ADDITIONAL RELATED DOCUMENTS. The definition of "Related Documents" shall also include all Hedging Agreements.

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 remain 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 NOVEMBER 24, 2021.

GRANTOR:

SURAMBALA CORP

By:


VIPUL P. PATEL, President of SURAMBALA CORP

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRST MIDWEST BANK

X

Authorized Signer

EDDY K. NITTO

CORPORATE ACKNOWLEDGMENT

STATE OF IL)

) SS

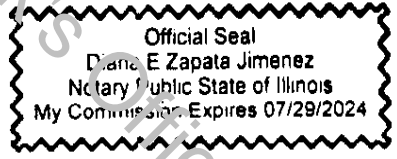
COUNTY OF Cook)

On this 30th day of November, 2021 before me, the undersigned Notary Public, personally appeared **VIPUL P. PATEL, President of SURAMBALA CORP**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *[Signature]*
Notary Public in and for the State of ILLINOIS

Residing at Chicago, IL

My commission expires 7/29/2024



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 20 day of December, 2021 before me, the undersigned Notary Public, personally appeared Eddy K. MUTO and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Andrea Rodriguez Residing at 749 Leest Des Plaines Il

Notary Public in and for the State of Illinois

My commission expires 10/22/2024



60014

Cook County Clerk's Office