### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
OLD NATIONAL BANK
ARLINGTON HEIGHTS
8750 WEST BRYN MAWR
AVENUE
SUITE 1300

CHICAGO, IL 60631-3655

WHEN RECORDED MAIL TO:
OLD NATIONAL BANK
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60001-2502



Doc# 2215722022 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 06/06/2022 11:56 AM PG: 1 OF 4

FOR RECORDER'S USE ONLY

Chicago Title

This Modification of Mortgage prepared by: OLD NATIONAL BANK

300 NORTH HUNT CLUB ROAD GURNEE, IL 60031

#### 1409-008924006FE, MM, 170 1 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 6, 2022, is mode and executed between TBS GREENVIEW II, L.L.C., an Illinois limited liability company, whose address is 3754 N. SOUTHPORT AVENUE, CHICAGO, IL 60613-3719 (referred to below as "Grantor") and OLD NATIONAL 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 July 30, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Original Mortgage Dated July 30, 2013 Recorded July 31, 2013 Document Number 1321222028 Amended Recorded August 15, 2016 Dated August 31, 2019 as Document Number 1 62443056, in Cook County.

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

LOT 21 IN BLOCK 5 IN LAKE VIEW HIGH SCHIOOL SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3839-49 Greenview Avenue, Chicago, IL 60613. The Real Property tax identification number is 14-20-106-017-0000.

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

- 1. To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated August 15, 2016 in the original principal amount of \$ 3,200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the promissory note or agreement."
- 2. To delete the definition of "Hedging Agreement" therein its entirety from the original Mortgage and

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#### **MODIFICATION OF MORTGAGE** (Continued)

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Assignment of Rent dated July 30, 2013

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

**MORTGAGE** 6, 2022.

modification, but also to all such subsequent actions.
GRANTOR ACKNOWLEDGES HIVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY
GRANTOR:
TBS GREENVIEW II, L.L.C.
TBS PROPERTIES L.L.C., Member of TBS GREENVIEW II, L.L.C.
By: TED SILVERSTEIN, Member of TBS PROPERTIES L.L.C.
LENDER:
OLD NATIONAL BANK
X Mana Schront Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY CO	MPANY ACKNOWLEDGMENT
On this	before me, the undersigned Notary  Member of TBS PROPERTIES L.L.C., Member of TBS nember or designated agent of the limited liability company cknowledged the Modification to be the free and voluntary thority of statute, its articles of organization or its operating ntioned, and on oath stated that he or she is authorized to Modification on behalf of the limited liability company.  Residing at  OFFICIAL SEAL NANCY GRIGALIUNAS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/21/24

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# MODIFICATION OF MORTGAGE (Continued)

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	LENDER ACKNOWLEDGMENT			
STATE OF	Illinos	)		
-				
COUNTY OF	Corph	)		
	-00:	<del></del>		
	d agent for <b>OLD NATION</b>	before me, the undersigned Notary  hradu and known to me to be the Senur Vull run  AL BANK that executed the within and foregoing instrument and a and voluntary act and deed of OLD NATIONAL BANK, duly		
		its board of directors or otherwise, for the uses and purposes		
therein mentioned, a	nd on oath stated that he	or she is authorized to execute this said instrument and in fact		
executed this said ins	strument on behalf of OLD	NATIONAL BANK.		
Ву	any brigal	Residing at The Park		
Notary Public in and f	for the State of	Quees		
My commission expir	es 5/21	OFFICIAL SEAL NANCY GRIGALIUNAS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/21/24		
LaserPro, Ver. 21.2.		USA Corporation 1997 2022. All Rights Reserved IL G201.FC TR-405387 L'R-23		
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