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Doc#. 2225121118 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/08/2022 09:41 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Evergreen Bank Group Hinsdale 1 Grant Square, Suite 100 Hinsdale, IL 60521

WHEN RECORDED MAIL TO:

Evergreen Bank Group Hinsdale 1 Grant Square, Suite 100 Hinsdale, IL 60521

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Evergreen Bank Group
1515 West 22nd Street, Suite 105%
Oak Brook, IL 60523

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2022, is made and executed between Amen Corner, LLC, an Illinois limited liability company, whose address is 17 North State Street Suite 1730, Chicago, IL 60602 (referred to below as "Grantor") and Evergreen Bank Group, whose address is 1515 West 22nd Street, Suite 100W, Oak Brook, IL 60523 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

That certain Mortgage and Assignment of Rents from Grantor to Lender, plated June 15, 2016 recorded with the Cook County Recorder of Deeds Office on July 15, 2016 as Document Number 1619741046 and 1619741047, as modified by that Modification of Mortgage dated October 7, 2021 and recorded with the Cook County Recorders of Deeds Office on October 21, 2021 as Document Number 2129441262 and further modified by the Modification of Mortgage dated of even date herewith, and as may further be amended, modified, and/or restated from time to time.

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

PARCEL 1A: UNIT S4-03 IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 1B: RESIDENTIAL PARCEL EASEMENTS. A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED

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### MODIFICATION OF MORTGAGE (Continued)

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LIABILITY COMPANY, DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF (I) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, SIGNAGE, ACCESS TO STORAGE AREAS, LOADING DOCK AND TRASH ROOM, GARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBED THEREIN; (II) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE PARTS OF THE SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

PARCEL 1C: THE EXCLUSIVE RIGHT TO THE USE OF ONE BALCONY FOR THE BENEFIT OF SAID UNIT S4-03, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014, AND AS AMENDED FROM TIME TO TIME.

PARCEL 2: UNIT 12€ ... THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RERECORDED NOVEMBER 23, 2011 AS DOCUMENT 11327′.9082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 3: UNIT 53, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL WESTIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1/29722061, AS RERECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2550 North Lakevie v Avenue, Unit S-403, Parking P-126 and P-53 and Storage S-126 and R-49, Chicago, IL 60614-2045. The Real Property tax identification number is 14-28-319-112-1018; 14-28-319-115-1027 & 14-28-319-115-1243.

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

#### This Modification of Mortgage reflects the following:

The definition of the "Note" as described in the "Mortgage" is hereby replaced by the following:

Note. The word "Note" means that certain promissory note dated as of June 15, 2016 by Borrower payable to the order of Lender in the original principal amount of \$550,000.00 as amended and restated by that certain amended and restated promissory note dated as of June 15, 2019 in the principal amount of \$511,866.42 as further modified by the Change in Terms Agreements dated as of December 24, 2020, October 7, 2021 and June 15, 2022 (collectively, the "Promissory Note") together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

**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

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#### MODIFICATION OF MORTGAGE (Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 15, 2022.

**GRANTOR:** ON AMEN CORNER, LLC COURT VENTURES, INC., Manager of Amer Corner, LLC OUNT CLORA'S OFFICE Gary D. Cowen, President of Court Ventures, Inc. LENDER:

arelyn & Clave

**EVERGREEN BANK GROUP** 

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# MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF	)) )SS ) <u>, プランス</u> before me, the undersigned Notar
and known to me to be a member or designated as Modification of Mortgage and acknowledged the Modifimited liability company, by authority of statute, its ar	of Court Ventures, Inc., Manager of Amen Corner, LLC gent of the limited liability company that executed the fication to be the free and voluntary act and deed of the ticles of organization or its operating agreement, for the stated that he or she is authorized to execute this
Notary Public in and for the State of	CYNTHIA GILMORE Official Seal Notary Public - State of Illinois My Commission Expires Dec 18, 2023
	Clort's Original

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
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STATE OF	)
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COUNTY OF <u>COOK</u>	)
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On this 21 day of July	before me, the undersigned Notary
	nown to me to be the Vice President, authorized agent for
	foregoing instrument and acknowledged said instrument to
	en Bank Group, duly authorized by Evergreen Bank Group uses and purposes therein mentioned, and on oath stated
	rument and in fact executed this said instrument on behalf
of Evergreen Bank Group.	
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By your selmon	Residing at
Notary Public in and for the State of	Na. a a a
12/10/	CYNTHIA GILMORE
My commission expires 17(8/23 1	— — Difficial c
	Notary Public - State of Illinois  Commission Expires Dec 18, 2023
	Supplies Dec 18, 2023
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