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When Recorded Return to

Wintrust Financial Corp.

Middle Market Servicing

9801 W. Higgins, 4th Floor

Rosemont, IL 60018

Common Address:

1401 Greenleaf

Elk Grove Village, Illinois 60007

PIN: 08-34-202-013-0000

Doc#: 2302441182 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 01/24/2023 12:36 PM Pg: 1 of 8

MORTGAGE ASSUMPTION AND MODIFICATION AGREEMENT

THIS MORTGAGE ASSUMPTION AND MODIFICATION AGREEMENT dated as of the 5th day of August, 2022 (this "Modification") is entered into by and between SCHIEWE PARTNERSHIP ("Original Grantor"), MILGAUSS RT, LLC, an Illinois limited liability company ("New Grantor"), and BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender").

RECITALS

WHEREAS, Lender is the holder of a certain Promissory Note dated November 10, 2011 as amended from time to time, most recently by that certain Change in Terms Agreement dated as of even date hereof (collectively, the "Note"); and

WHEREAS, the Note is secured by, *inter alia*, the following loan documents executed by Original Grantor:

- A. Mortgage dated November 10, 2011 and recorded December 2, 2011 with the Cook County Recorder of Deeds as document number 13611054 (the "Mortgage") on the Real Estate legally described in Exhibit A (the "Real Property"), which is attached hereto and by this reference, incorporated herein
- B. Assignment of Rents dated November 10, 2011 and recorded December 2, 2011 with the Cook County Recorder of Deeds as document number 133611055 (the "Assignment of Rents") on the Real Property.

The Mortgage and the Assignment of Rents are hereinafter jointly referred to as the "Loan Documents"; and

WHEREAS, Original Grantor is desirous of transferring the Real Property to New Grantor; and

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ATA / GMT Title Agency
175 E. Hawthorn Parkway, Suite 135
Vernon Hills, IL 60061
File # 22847074-IL

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WHEREAS, New Grantor desires to receive the Real Property and formally assume the Mortgage and perform all of the covenants and conditions contained in the Note, the Mortgage, and all other loan documents as consideration for the transfer of the Real Property and as consideration for Lender's willingness to consent to the transfer of the Real Property to New Grantor;

WHEREAS, the Mortgage expressly prohibits the conveyance of the Real Property without the express written consent of Lender; and

WHEREAS, Lender is unwilling to give its consent to the transfer of the Real Property to New Grantor unless New Grantor shall assume all of the obligations heretofore imposed by the Loan Documents upon the Original Grantor;

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth.

2. New Grantor expressly assumes the Loan Documents and agrees to perform all covenants, conditions, duties, and obligations contained therein and agrees to pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

3. Lender hereby consents to the transfer of the Real Property to New Grantor, but Lender expressly reserves the right to withhold its consent to any future sales or transfers of the Real Property, as provided for in the Mortgage.

4. New Grantor affirms, warrants, represents, and covenants that New Grantor has no defenses nor rights of set-off against Lender or against the payment, collection, or enforcement of the indebtedness evidenced by the Note and secured by the Mortgage and owed to Lender. New Grantor further warrants and represents as follows:

a. New Grantor has done no acts nor omitted to do any act which might prevent Lender from, or limited Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Note, or any other loan documents;

b. New Grantor is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and deliver of this Modification, the performance of each and every covenant hereunder or under the Mortgage, Note, or any other loan document;

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- c. No action has been brought or threatened which would in any way interfere with the right of New Grantor to execute this Modification and perform all of New Grantor's obligations contained herein, in the Note, in the Mortgage, or in any other loan document;
- d. All financial statements of New Grantor, if any, are true and correct in all respects, fairly present the financial conditions of the subjects thereof, as of the date thereof, and no material adverse change has occurred that would affect New Grantor's ability to repay the indebtedness evidenced by the Note and secured by the Mortgage; and
- e. New Grantor is duly formed, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to consummate the transactions contemplated under this Modification.
5. New Grantor acknowledges that:
- a. The Loan Documents are in full force and effect; and
 - b. The principal balance of the loan as represented by the Note as of the date of this Modification is \$527,401.56 and principal and interest are unconditionally due and owing to Lender as provided in the Note.
6. New Grantor shall pay all costs of the assumption made hereby, to include, without limitation, all reasonable attorneys' fees and recording costs, as well as the cost of an endorsement to Lender's title insurance policy insuring the lien of the Mortgage after the recording of this Modification. Such costs shall be due at closing hereunder and the payment thereof shall be a condition precedent to Lender's consent to the transfer of the Real Property to New Grantor. In the event that it is determined that additional costs relating to this Modification are due, New Grantor agrees to pay such costs immediately upon demand.
7. The parties hereto intend this Modification to operate as a modification of the Loan Documents and do not intend a new mortgage or assignment of rents be created hereby.
8. Nothing in this Modification shall change or modify in any manner the conditions and covenants of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect and by the execution hereof New Grantor affirms each and all of the representations, warranties, obligations, covenants, and agreements of contained in the Loan Documents.
9. In the event of a conflict or inconsistency between this Modification and the Loan Documents, the terms herein shall supersede and govern.

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10. All costs incurred by Lender in enforcing this Modification and in collection of sums due Lender from New Grantor, to include, without limitation, reasonable attorneys' fees through all trials, appeals, and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States and any arbitration proceedings, shall be paid by New Grantor.

11. This Modification shall be governed by the laws of the State of Illinois.

12. Time is of the essence of this Modification.

13. This Modification may be executed in any number of counterparts so long as each signatory hereto executes at least one such counterpart. Each such counterpart shall constitute one original, but all such counterparts taken together shall constitute one and the same instrument.

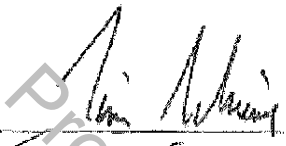
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Mortgage Assumption and Modification Agreement as of the day and year first above written.

NEW GRANTOR:

MILGAUSS RT, LLC, an Illinois limited liability company

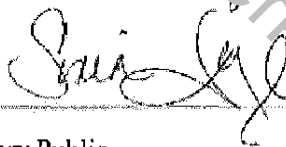

 BY: Timothy Schrewe
 ITS: Manager

STATE OF ILLINOIS

) SS.
 COUNTY OF DuPage)

I, Sonia Delgado, a Notary Public in and for the County and State aforesaid, do hereby certify that Timothy Schrewe, Manager of MILGAUSS RT, LLC, an Illinois limited liability company, 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of August, 2022.



Notary Public



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ORIGINAL GRANTOR:

SCHIEWE PARTNERSHIP

Tim Schiewe

BY: Timothy Schiewe

ITS: Partner

STATE OF ILLINOIS)

) SS.

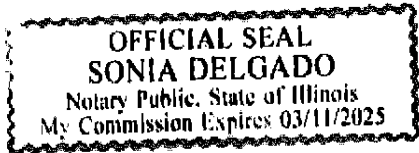
COUNTY OF DuPage)

I, Sonia Delgado, a Notary Public in and for the County and State aforesaid, do hereby certify that Timothy Schiewe, Partner of SCHIEWE PARTNERSHIP, 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of August, 2022.

Sonia Delgado

Notary Public



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LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

Paul Ebert

BY: Paul Ebert

ITS: VP

STATE OF ILLINOIS)

COUNTY OF DuPage)
SS

I, Sonia Delgado a Notary Public in and for the County and State aforesaid, do hereby certify that Paul Ebert Sr. Vice-President of BARRINGTON BANK & TRUST COMPANY, N.A., 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of August, 2022.

Sonia Delgado

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 85 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 55, BEING A SUBDIVISION IN
SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS

PIN: 0834-202-013-0000

Property of Cook County Clerk's Office