

# UNOFFICIAL COPY

<b>ADDRESS OF PROPERTY</b> 5547 W. Edmunds Street Chicago, IL 60630	Doc#: 2302741017 Fee: \$98.00 Karen A. Yarbrough Cook County Clerk Date: 01/27/2023 09:34 AM Pg: 1 of 6
<b>REAL ESTATE INDEX NUMBER</b> 13-09-317-025-0000	
<b>THIS INSTRUMENT PREPARED BY AND RETURN TO:</b>  Midwest BankCentre ATTN: Loan Administration 2191 Lemay Ferry Road St. Louis, Missouri 63125 RE #: 114190001, 02	

## MORTGAGE MODIFICATION (Illinois)

**This Agreement contains future advance provisions and is governed by 735 ILCS 5/15-1302.**

**THIS MORTGAGE MODIFICATION** (this "Agreement") is dated as of January 19, 2023, and is made by BARA EQUITIES LLC (the "Mortgagor") for the benefit of MIDWEST BANKCENTRE (the "Lender").

**IN CONSIDERATION** of the extension or continuation of credit to Mortgagor or the maker of any Obligations (defined below) by Lender, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

1. Mortgagor has heretofore delivered to Lender a mortgage dated March 14, 2017 and recorded at Document #1707549114 of the records of Cook County, Illinois (the "Mortgage"). The Mortgage encumbers the real property described in Exhibit A attached hereto and incorporated herein by this reference and secures the following obligations and all modifications, renewals, refinancings, substitutions, consolidations, extensions and replacements thereof (each, an "Obligation" and collectively, the "Obligations"). Other obligations may also be secured by the Mortgage and the failure to list any other secured obligation shall not impair any rights that Lender may have under the Mortgage. If there is more than one maker of an Obligation, the definitions of obligors, borrowers, mortgagors, notes or other evidences of indebtedness in the Mortgage shall be deemed to be amended to include the obligations and makers described below.

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Type of Obligation	Date of Obligation	Maker of Obligation	Maturity Date of Obligation	Unpaid Principal Balance of Obligation as of the Date of this Agreement
Promissory Note	February 14, 2017	Bara Equities LLC	February 14, 2027	\$379,926.10

2. The Mortgage is hereby amended as follows:

**Future Advances – Revolving Line of Credit.** The Mortgage secures the Obligation(s) and all other indebtedness described therein, which include, without limitation, a revolving line of credit up to \$488,000.00 principal, plus accrued interest and other amounts permitted by law. The Mortgage shall secure not only the amount that Lender has presently advanced to Mortgagor under the Obligation(s), but also any future amount which Lender may advance to Mortgagor under the Obligation(s) within 20 years from the date of the Mortgage to the same extent as if such future advance were made as of the date of the execution of the Mortgage. The revolving line of credit obligates Lender to make advances to Mortgagor so long as Mortgagor complies with the terms of the documents pursuant to which the Obligation(s) was made or secured.

**Adding Additional Secured Obligations.** The Mortgage shall secure the following Obligation(s), and all modifications, renewals, refinancings, substitutions, consolidations, extensions and replacements thereof, which are in addition to (and not in lieu of) those Obligations described in Paragraph 1 hereof. The following Obligation(s) shall be included in the term “Obligations” for purposes of this Agreement. The definitions of obligors, borrowers, mortgagors, notes, indebtedness or other evidences of indebtedness in the Mortgage shall be deemed to be amended to include the Obligation(s) and maker(s) described below. Any maximum lien amount in the Mortgage shall be amended to include such additional Obligation(s).

Type and Date of Obligation	Maker of Obligation	Maturity Date of Obligation	Principal Amount
Promissory Note dated January 19, 2023	Bara Equities LLC	January 19, 2024	\$100,000.00

3. The following is added to the Mortgage: “**AMENDMENTS AND MODIFICATIONS.** With the prior written consent of the mortgagor or the maker of any indebtedness secured by this Mortgage, as applicable, the holder of this Mortgage may modify any terms of this Mortgage, or the terms of any indebtedness secured by the Mortgage, in any manner (including without limitation, increasing the rate of interest applicable to any indebtedness or increasing the length of time to pay any indebtedness or extending the term of such indebtedness) without the prior consent of, or notice to, any other person or entity who has a security interest in the property described in this Mortgage (a “Third Party Claimant”). No such modification shall in any way impair the priority of this Mortgage or the rights of the holder of this Mortgage, even if such modification is prejudicial to the rights or interests of any Third-Party Claimant.”

4. Mortgagor hereby releases the Lender and all shareholders, affiliates, officers, directors, agents, representatives, employees, successors and assigns of the Lender from any claims, damages or causes of action of any kind relating to the terms of the Mortgage, and/or the making, administration or enforcement of any indebtedness secured by the Mortgage, which occurred on or before the date hereof.

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5. This Agreement shall not be deemed to constitute an alteration, waiver, annulment or variation of any of the terms and conditions of any Obligation or the Mortgage as heretofore amended except as expressly set forth herein. Any term or condition of any Obligation or the Mortgage that is inconsistent with this Agreement is deemed modified to be consistent herewith. If for any reason this Agreement is invalid, any Obligation and the Mortgage shall be enforceable according to their original terms as heretofore amended. All representations, warranties and covenants made by Mortgagor in the Mortgage are hereby ratified and confirmed by Mortgagor as of the date hereof.

6. This Agreement shall be binding upon and inure to the benefit of the Mortgagor and the Lender and their respective successors, assigns, heirs and representatives.

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement as of the date first written above.

**BARA EQUITIES LLC**

By: [Signature]  
Print Name: Jeffrey S. McIntosh  
Title: Member

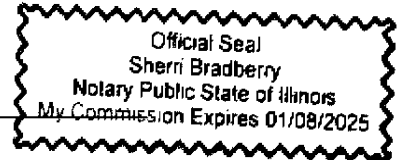
SEAL (if applicable)

STATE OF ~~Missouri~~ Illinois )  
) SS.  
COUNTY OF ~~St. Louis~~ Cook

On January 19, 2023, before me, a notary public, appeared Jeffrey S. McIntosh to me personally known, who, being by me duly sworn, did say that such person is the Member of Bara Equities LLC and that the seal affixed to the foregoing instrument is the seal of said organization (if applicable) and that said instrument was signed and sealed (if applicable) on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

[Signature]  
Notary Public

1/8/2025  
My Commission Expires



IN WITNESS WHEREOF, Mortgagor has executed this Agreement as of the date first written above.

**BARA EQUITIES LLC**

By: [Signature]  
Print Name: Jasmina Vajzovic  
Title: Member

SEAL (if applicable)

STATE OF ~~Missouri~~ Illinois )  
) SS.  
COUNTY OF ~~St. Louis~~ Cook

On January 19, 2023, before me, a notary public, appeared Jasmina Vajzovic to me personally known, who, being by me duly sworn, did say that such person is the Member of Bara Equities LLC and that the seal affixed to the foregoing instrument is the seal of said organization (if applicable) and that said instrument was signed and sealed (if applicable) on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

[Signature]  
Notary Public



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IN WITNESS WHEREOF, Lender has executed this Agreement as of the date first written above.

MIDWEST BANKCENTRE

NO SEAL

By: Anela T. Barbanell

Name: Anela T. Barbanell

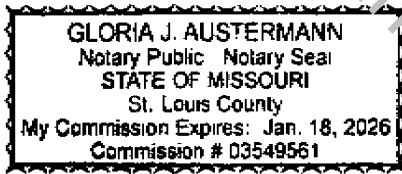
Title: Assistant Vice President, Community & Economic Development

STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF ST. LOUIS     )

On January 19, 2023, before me, a notary public, appeared Anela T. Barbanell to me personally known, who, being by me duly sworn, did say that such person is the Assistant Vice President, Community & Economic Development of MIDWEST BANKCENTRE, and that said instrument was signed on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Gloria J. Austermann  
Notary Public

01-18-2026  
My Commission Expires



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## EXHIBIT A

### Legal Description of Existing Property

**Lot 17 (Except the Northeasterly 32.50 feet thereof) in Block 57 in Robert's Subdivision in the Village of Jefferson, lying in Section 8 and 9, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

Property of Cook County Clerk's Office