

# UNOFFICIAL COPY

Doc#: 2306246002 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/03/2023 09:21 AM Pg: 1 of 6

**RECORDATION REQUESTED BY:**

Fifth Third Bank, National  
Association  
Attn: Post Closing Exceptions,  
MD ROPSS6  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546

**WHEN RECORDED MAIL TO:**

Fifth Third Bank, National  
Association  
Attn: Post Closing Exceptions,  
MD ROPSS6  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546

**SEND TAX NOTICES TO:**

Fifth Third Bank, National  
Association  
Attn: Escrow Processing,  
MD1MOCB7  
5050 Kingsley Drive  
Cincinnati, OH 45227

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

S Heckl  
Fifth Third Bank, National Association  
222 South Riverside Plaza  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 3, 2023, is made and executed between MAIN STREET INVESTMENTS, L.L.C., whose address is 9696 W. Foster Avenue, Chicago, IL 60656 (referred to below as "Grantor") and Fifth Third Bank, National Association, whose address is 222 South Riverside Plaza, Chicago, IL 60606 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated November 15, 2003 and recorded December 10, 2003, as Document No. 0334418148, and Assignment of Rents recorded December 10, 2003 as Document No. 0334418149; Amendment by Instrument recorded March 19, 2008 as Document No. 0807944028; Amendment by Instrument recorded March 19, 2008 as Document No. 0807944029; Modified by Instrument recorded October 16, 2014 as Document No. 1428910029; Modified by Instrument recorded June 19, 2018 as Document No. 1817018028; Financing Statement filed January 12, 2004, as No. 0401218125; Continuation of Financing Statement filed November 19, 2008, as No. 0832431066, of No. 0401218125; Continuation of Financing Statement filed August 13, 2013, as No. 1322517004, of No. 0401218125; Continuation of Financing Statement filed October 30, 2018, as No. 1830316005, of No. 0401218125; Amendment by Instrument recorded October 29, 2018 as Document No. 1830217066.

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

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## MODIFICATION OF MORTGAGE (Continued)

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LOT 7 (EXCEPT THE NORTHERLY 20 FEET OF LOT 7) IN B.L. CARLSEN'S INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF LOT 5 IN HENRY HACHMEISTER'S DIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5200 N. Otto St., Chicago, IL 60656. The Real Property tax identification number is 12-09-213-012-0000.

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

The paragraph titled "CROSS-COLLATERALIZATION" set forth in the Mortgage is amended as follows: In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of any one or more of Grantor, Borrower, Suburban Display, L.L.C. to Lender, as well as all claims by Lender against any Obligor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether such Obligor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Such secured obligations, include, without limitation, (a) that certain Promissory Note dated February 3, 2023 in the original principal amount of \$3,000,000.00 executed by Suburban Display, L.L.C. payable to the order of Lender.

The paragraph titled "Maximum Lien" set forth in the Mortgage is amended as follows:

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$6,000,000.00

**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 modification, but also to all such subsequent actions.

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## MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 3, 2023.

GRANTOR:

MAIN STREET INVESTMENTS, L.L.C.

By:   
Henry Elizar, Manager of MAIN STREET INVESTMENTS, L.L.C.

By:   
Eugene Rapoport, Manager of MAIN STREET INVESTMENTS, L.L.C.

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

X \_\_\_\_\_  
Authorized Signer

PROPERTY OF Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:


MAIN STREET INVESTMENTS, L.L.C.

By: \_\_\_\_\_  
Henry Elizar, Manager of MAIN STREET INVESTMENTS, L.L.C.

By: \_\_\_\_\_  
Eugene Rapoport, Manager of MAIN STREET INVESTMENTS, L.L.C.

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

x    
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

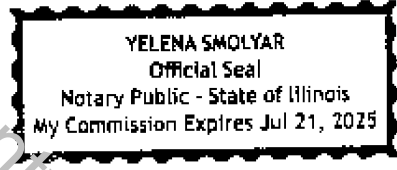
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of February, 2023 before me, the undersigned Notary Public, personally appeared **Henry Elizar, Manager of MAIN STREET INVESTMENTS, L.L.C. and Eugene Rapoport, Manager of MAIN STREET INVESTMENTS, L.L.C.**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Yelena Smolyar Residing at 583 S Country Ridge Ct,  
Lake Zurich, IL 60047

Notary Public in and for the State of Illinois

My commission expires 07-21-2025



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
 )

On this 09 day of February, 2023 before me, the undersigned Notary Public, personally appeared James Allen and known to me to be the Senior President, authorized agent for **Fifth Third Bank, National Association** that executed the within and foregoing Instrument and acknowledged said instrument to be the free and voluntary act and deed of **Fifth Third Bank, National Association**, duly authorized by **Fifth Third Bank, National Association** 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 **Fifth Third Bank, National Association**.

By [Signature] Residing at Warrenville  
 Notary Public in and for the State of Illinois

My commission expires 07/20/2024

