

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
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**This document was prepared  
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## **SECOND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

THIS SECOND MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated April 28, 2023 ("Modification"), is made and executed between Kathy Campbell, whose address is 1500 W. 107<sup>th</sup> Street, Chicago, Illinois 60643 ("**Grantor**") and Quest Trust Company FBO Allan Klein IRA #42178-21, whose address is 17171 Park Row, Suite 100, Houston, Texas 77084 ("**Lender**").

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING.** Grantor conveyed to Allan Klein, as Trustee of the Geltco Properties USA Inc. – Defined Benefits Pension Plan, ("**Original Lender**") a mortgage, security agreement, assignment of rents and leases and fixture filing dated April 6, 2021, which has been recorded in the office of the Cook County Clerk, Cook County, Illinois, on April 14, 2021, as document number 2110422016 ("Mortgage").

Original Lender then assigned Original Lender's interest in the Mortgage to Quest Trust Company FBO Allan Klein IRA 4217811, which assignment dated July 6, 2021, which has been recorded in the office of the Cook County Clerk, Cook County, Illinois, on July 16, 2021, as document number 2119719063.

Quest Trust Company FBO Allan Klein IRA 4217811 then assigned its interest in the Mortgage to Lender, which assignment dated August 16, 2021, has been recorded in the office of the Cook County Clerk, Cook County, Illinois, on August 23, 2021, as document number 2123519037.

The Mortgage was subsequently modified amended pursuant to the Modification of Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 23, 2021, which has been recorded in the office of the Cook County Clerk, Cook County, Illinois on December 9, 2021, as document number 2134310144 ("First Modification").

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**REAL PROPERTY DESCRIPTION.** The mortgage and assignment of rents cover the following described real property located in Cook County, Illinois:

See attached Exhibit A.

**MODIFICATION.** For valuable consideration, Lender and Grantor hereby modify the Mortgage, as modified by the First Modification, to delete the definitions of Note, Indebtedness and Related Documents contained therein and replace them with the following definitions:

**Loan Agreement.** The word "Loan Agreement" means (i) that certain Loan Agreement dated April 6, 2021 by and between Grantor and Original Lender (ii) the First Amendment to Commercial Loan Agreement dated November 23, 2021 by and between Grantor and Lender, and (iii) the Second Amendment to Commercial Loan Agreement dated April 28, 2023.

**Note.** The word "Note" means the Promissory Note dated April 6, 2021, in the original principal amount of \$230,000 from Grantor to Original Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory notes, including the amended and restated promissory note dated November 23, 2021, in the original principal amount of \$350,000.00 from Grantor to Lender and the second amended and restated promissory note dated April 28, 2023, in the original principal amount of \$443,000.00 from Grantor to Lender. The word "Note" also includes all other promissory notes or other instruments, documents or agreements evidencing any and all indebtedness or liabilities owed by Grantor to Lender, including the "Indebtedness" as defined herein.

**Indebtedness.** The word "Indebtedness" shall mean the payment of any and all amounts of any kind now owing or later to become due to the Lender from the Grantor, however created or arising, whether due under the Note or under any other existing or future instrument, note or agreement between the Grantor and the Lender, or otherwise, and whether direct, indirect, primary, secondary, fixed, contingent, joint or several, due or to become due, together with interest, costs and all other sums on that amount and including, without limit, all present and future indebtedness or obligations of third parties to the Lender which is guaranteed by the Grantor, and the present or future indebtedness originally owing by the Grantor, to third parties and assigned by third parties to the Lender, and any and all renewals, extensions, modifications, substitutions or replacements of any of them. The word "Indebtedness" shall also include the performance of the covenants and obligations due or to become due to the Lender, including, without limit, those due under this instrument, and the repayment of all sums expended by the Lender in connection with performance of those covenants and obligations and the enforcement of this instrument.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original mortgage and assignment of rents shall remain unchanged and in full force and effect and are legally

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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 and assignment of rents as changed above nor obligate Lender to make any future modification. Nothing in this Modification shall constitute a satisfaction of the original promissory note or other credit agreement secured by the mortgage and assignment of rents. It is the intention of Lender to retain as liable all parties to the mortgage and assignment of rents 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.

IN WITNESS WHEREOF, Grantor and Lender have read all the provisions of this Second Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing and agrees to its terms. This Modification is dated April 28, 2023.

**Grantor:**

Kathy Campbell



**Lender:**

Quest Trust Company FBO Allan Klein IRA #42178-21

By:   
Its Authorized Agent



**Quest Trust Company**

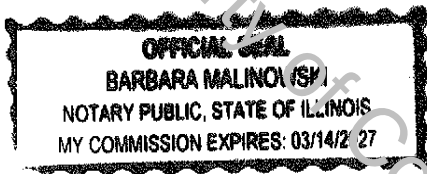
Milan Gaskin  
Notes Supervisor

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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I Barbara Malinowski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathy Campbell** is 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 she signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28<sup>th</sup> day of April, 2023.



Barbara Malinowski  
Notary Public

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## EXHIBIT "A"

Order No.: 21007732LFE

**For APN/Parcel ID(s): 20-10-313-002-0000**

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LOT 3 AND THE NORTH 11 FEET 7 INCHES OF LOT 4 IN SUBDIVISION OF BLOCK 6 IN JENNINGS AND MOFFAT'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 FEET OF THE EAST 180 FEET OF SAID BLOCK 6) IN COOK COUNTY, ILLINOIS

Property Address: 5313-17 S. Calumet Ave.  
Chicago, IL 60615

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