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EXHIBIT C – MORTGAGE MODIFICATION AGREEMENT

This Instrument Prepared by and
When Recorded Return To:



Name: Barry C. Kessler & Associates
Address: 1275 Milwaukee Avenue
Suite 300
City: Glenview
State & Zip: Illinois 60025

Doc# 2315112023 Fee \$89.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/31/2023 12:01 PM PG: 1 OF 6

Space Above This Line For Recorder's Use

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Modification Agreement"), is effective as of May 1, 2023 between PJS Partners, LLC, an Illinois limited liability company, (referred to as "Borrower" or "Mortgagor"), and K.D. Kids, L.L.C. of 710 Winston Drive, Elk Grove Village, Illinois 60007 (referred to as "Lender" or "Mortgagee.")

WHEREAS, Borrower and Lender entered into that certain Purchase and Sale Agreement (referred to as "Agreement") dated February 1, 2021 for the purchase by Borrower from Lender of certain real property described in said Agreement; and

WHEREAS, Borrower financed a portion of the purchase price through seller financing evidenced by that certain Purchase Money Note and Mortgage and Security Agreement with Assignment of Rents and Leases both instruments dated February 1, 2022, (referred to as "Note" and "Mortgage" respectively), and which Mortgage granted a security interest in favor of Lender in the real property legally described on Exhibit A attached hereto and incorporated herein by reference; and

S N
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INT JP

WHEREAS, the Mortgage was recorded with the Cook County Recorder of Deeds on March 2, 2022 as Document Number 2206142054; and

WHEREAS, the Borrower is desirous of prepaying a portion of the indebtedness evidenced by the Note through securing a loan from Merchants and Manufacturers Bank; and

WHEREAS, the parties are desirous of modifying the terms of the Mortgage to reflect said principal repayment and to allow a junior mortgage to be placed upon the property by Merchants and Manufacturers Bank to secure its advance.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Mortgage in each of the following respects:

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1. Contemporaneously with the execution hereof, Borrower is paying to Lender the amount of One Million and no/100 (\$1,000,000.00) Dollars to be applied against the outstanding principal balance under the Note.

2. Preamble. In the Preamble, the amount of "\$3,000,000" is deleted and in lieu thereof the following amount is inserted: "\$1,039,681."

3. Paragraph 1.01, the following Definition is modified in the following respects:

(a) "Maximum Amount Secured". The definition is deleted and in lieu thereof the following definition is inserted:

"Maximum Amount Secured" shall mean the maximum amount secured by the lien of this Mortgage or \$1,039,681."

4. Future Indebtedness. Paragraph 2.07 is deleted in its entirety and in lieu thereof the following sentence is inserted:

"Future Indebtedness. Lender shall not advance additional monies to Borrower to be secured by this Mortgage. Amounts paid by Borrower under the Note may not be reborrowed and secured by this Mortgage."

5. Paragraph 4.07. The first sentence in this Paragraph is deleted and in lieu thereof the following sentence is inserted:

"4.07. Excepting only that certain Mortgage in favor of Merchants and Manufacturers Bank dated July 2, 2021 and recorded July 12, 2021, and that certain junior mortgage in favor of Merchants and Manufacturer's Bank dated on or about March 23, 2023, Borrower will keep the Property free from all other liens and encumbrances, whether inferior or superior to the lien of this Mortgage, except for the Permitted Liens."

6. Recitals. The recitals are incorporated herein by reference as if fully restated herein.

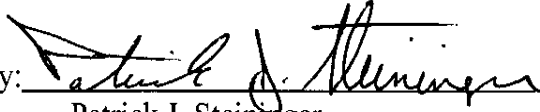
7. Reaffirmation of Mortgage. Except as specifically amended hereby, all of the provisions of the Mortgage remain unmodified, and all other terms and conditions thereof remain in full force and effect in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as modified herein nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note.

[The remainder of this page is left intentionally blank. Signature page follows.]

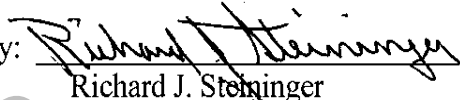
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage Modification Agreement effective as of the 8th day of May, 2023.

MORTGAGOR:
PJS Properties, LLC
An Illinois Limited Liability Company

By: 
Patrick J. Steininger
Title: Manager

LENDER:
K.D. Kids, L.L.C.
An Illinois Limited Liability Company

By: 
Richard J. Steininger
Its: Manager

Property of COOK County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

Patrick J. Steininger who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager of PJS Properties, LLC, appeared before me this day in person and acknowledged that he is the current Manager of PJS Properties, LLC, that he is duly authorized to execute the within instrument pursuant to the Operating Agreement of the Company, that execution thereof is the free and voluntary act of the Company, and that he signed and delivered this aforesaid instrument as the free and voluntary act of the Company as aforesaid, for the uses and purposes therein set forth.

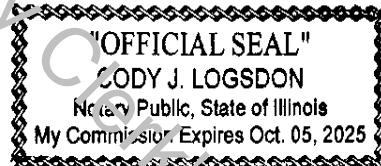
Given under my hand and Notarial Seal this 8th day of May, 2023.



 Notary Public

Name: Cody Logsdon

My Commission Expires: 10/05/25



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

Richard J. Steininger who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager of K.D. Kids, L.L.C., appeared before me this day in person and acknowledged that he is the current Manager of K.D. Kids, L.L.C., that he is duly authorized to execute the within instrument pursuant to the Operating Agreement of the Company, that execution thereof is the free and voluntary act of the Company, and that he signed and delivered this aforesaid instrument as the free and voluntary act of the Company as aforesaid, for the uses and purposes therein set forth.

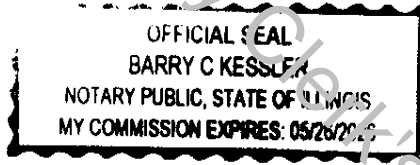
Given under my hand and Notarial Seal this 4th day of May, 2023.



 Notary Public

Name: _____

My Commission Expires: _____



This Instrument Drafted By And
 Should Be Returned To:
 Barry C. Kessler
 Barry C. Kessler & Associates
 1275 Milwaukee Avenue
 Suite 300
 Glenview, IL 60025
 847-987-4406

Property of Cook County Notary Public's Office

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EXHIBIT A – LEGAL DESCRIPTION

Tract 1:

A tract of land described as follows: the West 1.5 acres of the East 5.5 acres (except the North 310.0 feet and except the South 50 feet) of that part of the South half of the South half of the South-West quarter of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 6038 Oakton, Morton Grove, Illinois
PIN Number: 10-20-302-017-0000

Tract 2:

That part of the South 110.0 feet of the North 384.9376 feet of the East 4 acres of the South half of the South half of the South West quarter described as follows: from the South West corner of the South 110.0 feet of the North 384.9376 feet aforesaid, being the point of beginning; thence proceeding Easterly along the South line 4.50 feet; thence proceeding Northerly 90 degrees, 00 minutes clockwise from the South West corner aforesaid 74.82 feet to a point; thence proceeding Westerly 90 degrees 57 minutes clockwise from the previous line, 3.35 feet to a point; thence proceeding Southerly 90 degrees 57 minutes from the previous line, 74.82 feet to the point of beginning of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The South 110.0 feet of the North 384.9376 feet of the East 4 acres of the South half of the South half of the South West quarter (except the East 33 feet thereof and except a tract of land described as follows: from the South West corner of the South 110.0 feet of the North 384.9376 feet aforesaid, being the point of beginning; thence proceeding Easterly along the South line 4.50 feet; thence proceeding Northerly 90 degrees, 00 minutes clockwise from the South West corner aforesaid 74.82 feet to a point; thence proceeding Westerly 90 degrees 57 minutes clockwise from the previous line, 3.35 feet to a point; thence proceeding Southerly 90 degrees 57 minutes from the previous line, 74.82 feet to the point of beginning) of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 8040 Austin Avenue, Morton Grove, Illinois
PIN Numbers: 10-20-302-019-0000 and 10-20-302-026-0000

Tract 3:

The South ½ of the South ½ (except the North 384.94 feet and also except the South 158 feet thereof) of the East 264.27 feet (except the East 33 feet thereof) of the Southwest 1/4 of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 8020 Austin Avenue, Morton Grove, Illinois
Permanent Index Number: 10-20-302-035-0000