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Doc#: 2325746220 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/14/2023 01:57 PM Pg: 1 of 6

RECORDATION REQUESTED BY:

Wintrust Bank, N.A.
231 S. LaSalle
Chicago, IL 60604

WHEN RECORDED MAIL TO:

Wintrust Bank, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Wintrust Bank, N.A.
231 S. LaSalle
Chicago, IL 60604

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 25, 2023, is made and executed between Wellbrand Properties LLC, an Illinois limited liability company (referred to below as "Grantor") and Wintrust Bank, N.A., whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 29, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded with Cook County Recorder of Deeds on November 19, 2013 as Document No. 1332356027.

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

PARCEL 1:

THE FOLLOWING DESCRIBED PARCEL (EXCEPTING THEREFROM THE WEST 4.16 50 FEET THEREOF), THAT PART OF THE NORTH 32 RODS OF THE SOUTH 104 RODS OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 104 RODS OF THE NORTH 1/2 OF SAID SECTION WITH THE CENTER LINE OF MILWAUKEE ROAD (ROUTE 45); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, 336.7 FEET TO THE POINT OF BEGINNING OF TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTER LINE, 205.4 FEET TO THE SOUTH LINE OF THE NORTH 32 RODS OF THE SOUTH 104 RODS OF THE NORTH 1/2 OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE, 677.1 FEET TO A POINT OF 36.8 FEET WEST OF THE NORTH AND SOUTH QUARTER SECTION LINE; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 200.00 FEET; THENCE EAST 629.7 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING PER COURT ORDER ENTERED FEBRUARY 8, 1995 IN CASE NUMBER 94L 50842 VESTING THE FOLLOWING IN THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS:

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MODIFICATION OF MORTGAGE (Continued)

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THAT PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN ERNEST STAVROS SUBDIVISION UNIT NO. 1 BEING A SUBDIVISION OF PART OF SECTION 13, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1960 AS DOCUMENT 1942297; THENCE SOUTHEASTERLY 204.98 FEET ALONG THE CENTERLINE OF MILWAUKEE AVENUE ON AN ASSUMED BEARING OF SOUTH 12 DEGREES 24 MINUTES 12 SECONDS EAST TO THE SOUTH LINE OF THE NORTH 32 RODS OF THE SOUTH 104 RODS OF THE NORTH HALF OF SAID SECTION 13; THENCE NORTH 89 DEGREES 12 MINUTES 42 SECONDS WEST, 66.76 FEET ALONG SAID SOUTH LINE; THENCE NORTH 12 DEGREES 24 MINUTES 12 SECONDS WEST 205.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 11 MINUTES 22 SECONDS EAST, 66.77 FEET ALONG SAID SOUTH LINE OF LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 201.50 FEET OF THE WEST 416.50 FEET TO THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTH 32 RODS OF THE SOUTH 104 RODS OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 104 RODS OF THE NORTH 1/2 OF SAID SECTION WITH THE CENTER LINE OF MILWAUKEE ROAD (ROUTE 45); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 336.7 FEET TO THE POINT OF BEGINNING OF TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTER LINE, 205.4 FEET TO THE SOUTH LINE OF THE NORTH 32 RODS OF THE SOUTH 104 RODS OF THE NORTH 1/2 OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE, 677.1 FEET TO A POINT 36.8 FEET WEST OF THE NORTH AND SOUTH QUARTER SECTION LINE; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 200.0 FEET; THENCE EAST 329.7 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CONTAINED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 20, 1979 AND FILED DECEMBER 21, 1979 AS DOCUMENT LR3137858 MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 3, 1978 AND KNOWN AS TRUST NUMBER 54138.

The Real Property or its address is commonly known as 1040 S. Milwaukee Ave., Wheeling IL 60090. The Real Property tax identification number is 03-13-200-015-0000 and 03-13-200-016-0000.

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

1) **The definition of Note** is hereby restated in its entirety to mean the following:

Note. The word "Note" means a Promissory Note dated August 25, 2023, as amended from time to time, in the original principal amount of \$924,900.68 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

2) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. 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 \$1,849,801.36.

3) The following paragraphs are hereby added to the Mortgage:

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be

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MODIFICATION OF MORTGAGE (Continued)

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retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default as described below.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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 AUGUST 25, 2023.

GRANTOR:


WELLBRAND PROPERTIES LLC

By: 
Kevin Mao, Manager of Wellbrand Properties LLC

By: 
Jingzhi Wang, Manager of Wellbrand Properties LLC

LENDER:

WINTRUST BANK, N.A.

X  Jordan S. Brown
Authorized Signer Jordan Brown

Office of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

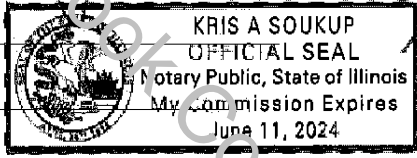
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 29th day of August, 2023 before me, the undersigned Notary Public, personally appeared **Kevin Mao, Manager of Wellbrand Properties LLC and Jingzhi Wang, Manager of Wellbrand Properties LLC**, 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 *Kris A. Soukup* Residing at *Skokie*

Notary Public in and for the State of _____



My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 29th day of August, 2023 before me, the undersigned Notary Public, personally appeared Jordan Brown and known to me to be the _____, authorized agent for **Wintrust Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Wintrust Bank, N.A.**, duly authorized by **Wintrust Bank, N.A.** 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 **Wintrust Bank, N.A.**.

By Nilda Flores Residing at 231 S. LaSalle Chicago IL 60604

Notary Public in and for the State of IL

My commission expires 4-12-2026



Cook County Clerk's Office