

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
AMERICAN COMMUNITY  
BANK & TRUST  
AN ILLINOIS STATE BANKING  
ASSOCIATION  
1290 LAKE AVENUE  
P.O. BOX 1720  
WOODSTOCK , IL 60098



Doc#: 1318416071 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/03/2013 02:44 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Beth M. Kirby, Commercial Loan Representative  
AMERICAN COMMUNITY BANK & TRUST  
1290 LAKE AVENUE  
WOODSTOCK , IL 60098

72251

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2013, is made and executed between SOT2, LLC, whose address is 5339 W. Belmont Ave, Chicago, IL 60641 (referred to below as "Grantor") and AMERICAN COMMUNITY BANK & TRUST , whose address is 1290 LAKE AVENUE , P.O. BOX 1720, WOODSTOCK , IL 60098 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 7, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**RECORDED ON JANUARY 10TH 2013 AS DOCUMENT NUMBER 1301031031.**

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

**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 1171.0 FEET NORTH AND 581.74 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG ALONE AT RIGHT ANGLES THERETO (SAID EAST LINE HAVING AN ASSUMED BEARING OF DUE NORTH FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, 58.66 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, 50.70 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, 71.75 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, 29.71 FEET; THENCE SOUTH 16 DEGREES 48 MINUTES 05 SECONDS WEST, 9.25 FEET; THENCE SOUTH 27 DEGREES 58 MINUTES 28 SECONDS EAST, 7.86 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 08 SECONDS WEST, 9.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE

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(Continued)**

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DECLARATION OF PROTECTIVE COVENANTS DATED AUGUST 18, 1977 AND RECORDED SEPTEMBER 23, 1977 AS DOCUMENT 24119679 AND AS AMENDED THEREAFTER, AND AS CREATED BY DEED RECORDED AS DOCUMENT 24710778, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2298 West Nichols, Arlington Heights, IL 60004. The Real Property tax identification number is 02-01-200-043-0000.

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

**THE AMOUNT OF THE MORTGAGE IS HEREBY INCREASED FROM \$182,750.00 TO \$208,635.31 AS EVIDENCED BY THE PROMISSORY NOTE DATED JUNE 5, 2013 IN THE ORIGINAL AMOUNT OF \$208,635.31 BETWEEN SOT2, LLC AND LENDER TOGETHER WITH ALL RENEWALS, EXTENSIONS, MODIFICATIONS, REFINANCINGS, CONSOLIDATIONS, REPLACEMENTS AND SUBSTITUTIONS FOR THE PROMISSORY NOTE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**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.

**COUNTERPART SIGNATURES.** Counterpart and Facsimile. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2013.**

**GRANTOR:**

**SOT2, LLC**

**SO MANAGEMENT, LLC, Manager of SOT2, LLC**

By: \_\_\_\_\_

Robert W. Oliver, Member of SO Management, LLC

By: \_\_\_\_\_

Jeffrey Steinberg, Member of SO Management, LLC

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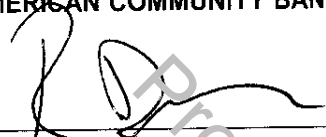
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LENDER:

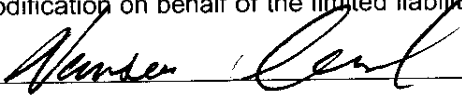
AMERICAN COMMUNITY BANK & TRUST

X   
Authorized Signe

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

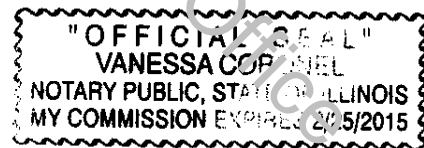
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 17<sup>th</sup> day of June, 2013 before me, the undersigned Notary Public, personally appeared **Robert W. Oliver, Member of SO Management, LLC, Manager of SOT2, LLC and Jeffrey Steinberg, Member of SO Management, LLC, Manager of SOT2, 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  Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 2/28/15



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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF McHenry )

On this 5<sup>th</sup> day of June, 2013 before me, the undersigned Notary Public, personally appeared Rick Draffkorn and known to me to be the ATP, authorized agent for **AMERICAN COMMUNITY BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN COMMUNITY BANK & TRUST**, duly authorized by **AMERICAN COMMUNITY BANK & TRUST** 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 **AMERICAN COMMUNITY BANK & TRUST**.

By Beth M. Kirby Residing at Crystal Lake

Notary Public in and for the State of Illinois

My commission expires 10.6.13



CLERK'S Office