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WHEN RECORDED MAIL TO:
AMERICAN COMMUNITY
BANK & TRUST
AN ILLINOIS STATE BANKING
ASSOCIATION
1290 LAKE AVENUE
P.O. BOX 1720
WOODSTOCK, IL 60098



Doc#: 1328244041 Fee: \$46.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/09/2013 12:03 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2013, is made and executed between RIZMOR PROPERTIES, LLC, whose address is 6529 W. MATANUSKA TRAIL, MCHENRY, IL 60050 (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 November 19, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 29, 2013 as document #1302947032.

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

LOTS 14 AND 15 (EXCEPT THE WEST 65 FEET THEREOF) IN SUB BLOCK 5 OF BLOCK 5 IN SHEFFIELD ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE SOUTHEAST 1/4 OF SECTION 31, AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, ALL OF SECTION 32 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1940 N. Bissell Street, Chicago, IL 60614-5015. The Real Property tax identification number is 14-32-407-062-0000.

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

The herein described Mortgage now secures the following two notes: (a) a Promissory Note dated November 19, 2012 in the original principal amount of \$669,750.00 by and between Rizmor Properties, LLC and Lender ("Note #1"); (b) a Promissory Note dated September 23, 2013 in the original principal

6 Yes
P 4
S 1
M Yes
SO Yes
L NO
ET

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(Continued)**

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amount of \$200,000.00 by and between Rizmor Properties, LLC and Lender ("Note #2") ; together with all renewals, extensions, modifications, refinancings, consolidations, replacements and substitutions for the Promissory Notes.

The following paragraph is hereby incorporated into and made a part of the Mortgage:

This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

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 SEPTEMBER 23, 2013.

GRANTOR:

RIZMOR PROPERTIES, LLC

By: 

PAUL MORCK, Manager of RIZMOR PROPERTIES, LLC

LENDER:

AMERICAN COMMUNITY BANK & TRUST

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF McHenry)

On this 23rd day of September, 2013 before me, the undersigned Notary Public, personally appeared **PAUL MORCK, Manager of RIZMOR PROPERTIES, LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Beth M. Kirby Residing at Crystal Lake

Notary Public in and for the State of ILLINOIS

My commission expires 10.6.17



McHenry County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 23rd day of September, 2013 before me, the undersigned Notary Public, personally appeared Mark Trivellini and known to me to be the AVP, 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 H. Kirby Residing at Crystal Lake

Notary Public in and for the State of Illinois

My commission expires 10.6.17



Cook County Clerk's Office