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Doc#: 1611955009 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/28/2016 11:37 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
20 North Martingale Road,
Suite 600
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
American Chartered Bank
20 North Martingale Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE



0000000616586902-1074054112016

THIS MODIFICATION OF MORTGAGE dated April 11, 2016, is made and executed between 1301 East Higgins LLC (referred to below as "Grantor") and American Chartered Bank, whose address is 20 North Martingale Road, Suite 600, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 1, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 13, 2015 as Document #1528649390 in the Cook County Recorder's Office, as subsequently modified from time to time

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

LOT 43 IN HIGGINS INDUSTRIAL PARK UNIT 25, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1301 East Higgins Road, Elk Grove Village, IL 60007-1602. The Real Property tax identification number is 08-22-402-015-0000.

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

This Modification of Mortgage reflects the following:

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to **\$156,000.00**.
- (2) 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 **\$156,000.00**

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 11, 2016.

GRANTOR:

1301 EAST HIGGINS LLC

By: 

Thomas N. Hammond, Manager of 1301 East Higgins LLC

LENDER:

AMERICAN CHARTERED BANK

x 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

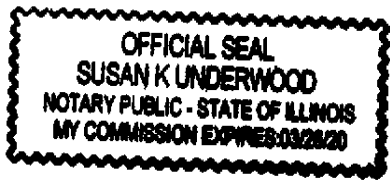
STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this 15 day of April, 2016 before me, the undersigned Notary Public, personally appeared Thomas N. Hammond, Manager of 1301 East Higgins 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 Susan K Underwood Residing at 8N627 Gingerwood, Elgin IL 60124

Notary Public in and for the State of Illinois

My commission expires 3/26/20



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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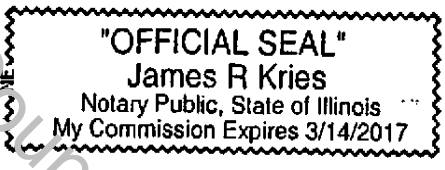
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 18th day of April 2016 before me, the undersigned Notary Public, personally appeared Susan Dozier and known to me to be the 2nd Vice President, authorized agent for **American Chartered Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Chartered Bank**, duly authorized by **American Chartered Bank** 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 Chartered Bank**.

By [Signature] Residing at 111 E Rand Rd, Mt Prospect, IL
 Notary Public in and for the State of Illinois

My commission expires 3/14/17



Cook County Clerk's Office