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#### **RECORDATION REQUESTED BY:**

First Community Financial Bank Successor by merger to Burr Ridge Bank and Trust 13901 S Bell Road Homer Glen, IL 60491

#### WHEN RECORDED MAIL TO:

First Community Financial Bank Successor by merger to Burr Ridge Bank 2. d Trust 13901 S Bell Road Homer Glen, IL (10491

**SEND TAX NOTICES TO:** 

SWC Sauk & Chicago LLC 9440 Enterprise Drive Mokena, IL 60448



Doc# 1727144017 Fee \$44,00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/28/2017 11:54 AM PG: 1 OF 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lindy Yacko, CSR/Loan Processor 44-11363
First Community Financial Bank
13901 S Bell Road
Homer Glen, IL 60491

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 11, 2017, is made and executed between SWC Sauk & Chicago LLC (referred to below as "Grantor") and First Community Financia! Bank, whose address is 13901 S Bell Road, Homer Glen, IL 60491 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 11, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 20, 2012, as Document No. 1226433102 in the Recorder's Office of Cook County, Illinois.

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

THAT PART OF LOT 6 IN CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF LOT 6 AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE SAUK TRAIL ROAD WITH THE WESTERLY LINE OF THE CHICAGO AND VINCENNES ROAD THENCE WESTERLY ALONG THE SOUTH LINE OF THE SAUK TRAIL ROAD 150 FEET THENCE EASTERLY ON A LINE PARALLEL WITH THE SAID SOUTHERLY LINE OF THE SAUK TRAIL ROAD 150 FEET THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF THE CHICAGO AND VINCENNES ROAD TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 AT THE INTERSECTION OF THE SOUTHERLY

SPSSSE

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### MODIFICATION OF MORTGAGE (Continued)

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LINE OF SAUK TRAIL ROAD WITH THE WESTERLY LINE OF CHICAGO AND VINCENNES ROAD; THENCE ON AN ASSUMED BEARING OF SOUTH 83 DEGREES 23 MINUTES 10 SECONDS WEST ALONG SAID SOUTHERLY LINE OF SAUK TRAIL ROAD AND THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 54.09 FEET; THENCE SOUTH 60 DEGREES 48 MINUTES 24 SECONDS EAST 66.18 FEET TO THE WESTERLY LINE OF SAID CHICAGO AND VINCENNES ROAD AND THE EAST LINE OF SAID LOT 6; THENCE NORTH 06 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AND SAID EAST LOT LINE 38.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3200 Chicago Road, South Chicago Heights, IL 60411. The Real Property tax identification number is 32-32-213-005-0000; 32-32-213-018-0000; & 32-32-213-020-0000.

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

This Modification of Mortgage reflects the following: 1) That the above referenced Mortgage now secures a Promissory Note dated September 11, 2017 in the original principal amount of \$922,436.63 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; 2) The word Lender means First Community Financial Bank, successor by merger to Burr Ridge Bank and Trust. its successors and/or assigns; and 3) To include the following language:

CROSS-COLLATERALIZATION. In addition the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barrod by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 wave Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to male 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 provicions 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 SEPTEMBER 11, 2017.

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# MODIFICATION OF MORTGAGE (Continued)

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| GRANTOR:  |
|---|
| By: Michael H. Rose, Manager of SWC Sauk & Chicago LLC  LENDER: |
| FIRST COMMUNITY FINANCIAL BANK                                  |
| Authorized Officer  LIMITED LIABILITY COMPANY ACKNOWLEDGMENT    |
| STATE OF $Illinois$ (COUNTY OF $Will$ ) SS                      |
| On this   |
| My Commission Expires August 11, 2019                           |

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# MODIFICATION OF MORTGAGE (Continued)

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| LENDER ACKNOWLEDGMENT   |   |  |
|---|---|--|
| STATE OF TLUBOIS  | )   |  |
| ſ   | ) SS  |  |
| COUNTY OF When  | )   |  |
| , authorized agent for First Community instrument and acknowledged said instrument to be Financial Bank, duly authorized by First Community For the uses and purposes therein mentioned, and or said instrument and in fact executed this said instrument.  By Work Delic in and for the State of | "OFFICIAL SEAL" MELINDA YACKO Notary Public - State of Illinois My Commission Expires: 08/08/18 |  |
|   | rporation 1997, 2017. All Rights Reserved II<br>FC TR-12647 PR-86                               |  |
|   | FC TR-12647 PR-80   |  |