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Doc#: 1729857119 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/25/2017 11:49 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

**Beverly Bank & Trust
Company, N.A.
10258 S. Western Avenue
Chicago, IL 60643**

WHEN RECORDED MAIL TO:

**Beverly Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018**

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:
Beverly Bank & Trust Company, N.A.
10258 S. Western Avenue
Chicago, IL 60643**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 11, 2017, is made and executed between 3642 Acorn LLC, whose address is 133 N. Indies Drive, Duck Key, FL 33050 (referred to below as "Grantor") and Beverly Bank & Trust Company, N.A., whose address is 10258 S. Western Avenue, Chicago, IL 60643 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 11, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 31, 2003 as Document No. 0336542258 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:

See "Exhibit A" attached hereto and made a part thereof, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3655 Acorn Avenue, Franklin Park, IL 60131. The Real Property tax identification number is 12-19-400-149.

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

The definition of Grantor shall be amended and restated as follows:

Grantor: The word "Grantor" means 3642 Acorn, LLC. The Grantor is the mortgagor under this Mortgage.

The definition of Lender shall be amended and restated as follows:

Lender: The word "Lender" means Beverly Bank & Trust Company, N.A. ("Lender"), as successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Hyde Park Bank and Trust Company, as Seller and Lender as Buyer dated December 13, 2012.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

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MODIFICATION OF MORTGAGE (Continued)

Note. The word "Note" means that promissory note dated December 11, 2015 in the original principal amount of \$339,950.02 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.


The word "Trustee" shall be deleted from the mortgage in its entirety.

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 JUNE 11, 2017.


GRANTOR:

3642 ACORN LLC

By: 
Dennis S. Wooten, Manager of 3642 Acorn LLC

LENDER:

BEVERLY BANK & TRUST COMPANY, N.A.

X 
Authorized Signer

CLERK OF COURT
Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

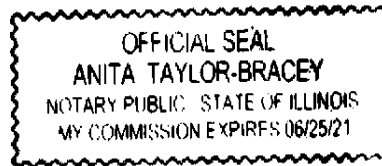
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 20th day of September, 2017 before me, the undersigned Notary Public, personally appeared **Dennis S. Wooten, Manager of 3642 Acorn 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 Anita Taylor-Bracey Residing at 5300 W. 95th Street

Notary Public in and for the State of Illinois

My commission expires 06/25/2021

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

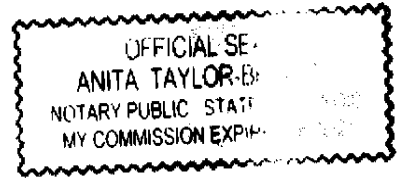
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF COOK)

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) SS
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On this 20th day of September 2017 before me, the undersigned Notary Public, personally appeared Christopher Decker and known to me to be the EVP, authorized agent for **Beverly Bank & Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Beverly Bank & Trust Company, N.A.**, duly authorized by **Beverly Bank & Trust Company, 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 **Beverly Bank & Trust Company, N.A.**

By Anita Taylor-Brown

Residing at 5300 W. 95th Street

Notary Public in and for the State of Illinois

My commission expires 06/25/2021

Cook County Clerk's Office

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Exhibit "A"

THAT PART OF THE EAST ½ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: COMMENCING AT A POINT IN THE WEST LINE OF SAID EAST ½, WHICH IS 445.99 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTH IN SAID WEST LINE 714.07 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 494.84 FEET FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A SPUR TRACK RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AS SAID RIGHT OF WAY IS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 56324 ON PAGES 243 TO 248, AS DOCUMENT NUMBER 17253047, ON THE 7TH DAY OF JULY, 1958, SAID NORTHERLY LINE BEING THE ARC OF A CIRCLE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 461.12 FEET; THENCE EASTERLY ON SAID LAST DESCRIBED ARC 55.80 FEET TO ITS POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ON THE AXIS LINE OF SAID CIRCLE 6.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY 38.01 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED, THENCE NORTH 80 DEGREES 32 MINUTES 58 SECONDS WEST 90.72 FEET TO A POINT OF CURVE, THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469.34 FEET, FOR A DISTANCE OF 298.02 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ON A LINE 150.88 FEET (MEASURED AT RIGHT ANGLES) NORTH OF THE NORTH LINE OF AFOREMENTIONED RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 656.60 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET FOR A DISTANCE OF 218.27 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 458.39 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM ALL THAT PART LYING WEST OF THE WESTERLY LINE OF ACCORD AVENUE, AND EXCEPTING FROM THE REMAINING PARCEL THE NORTH 36 FEET OF THE WEST 60 FEET) ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3655 ACORN, FRANKLIN PARK, ILLINOIS 60131

PIN #: 12-19-400-149-0000

Hyde Park Bank and Trust Company
1525 East 53rd Street
Chicago, Illinois 60615