

# UNOFFICIAL COPY

Doc#: 1828519250 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/12/2018 01:19 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Old Plank Trail Community  
Bank, N.A.  
20012 S. Wolf Road  
Mokena, IL 60448

**WHEN RECORDED MAIL TO:**

Old Plank Trail Community  
Bank, N.A. - New Lenox  
9801 W Higgins, Suite 400  
Rosemont, IL 60018

---

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Operations, Loan Documentation Administrator  
Old Plank Trail Community Bank, N.A.  
20012 S. Wolf Road  
Mokena, IL 60448

---

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated August 24, 2018, is made and executed between 10763 Winterset Series of Faris Holdings, LLC, whose address is 10763 Winterset Drive, Orland Park, IL 60457 (referred to below as "Grantor") and Old Plank Trail Community Bank, N.A., whose address is 20012 S. Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 22, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Recorder of Deeds in Cook County, Illinois on November 4, 2010, as Document No. 1030841050 along with and Assignment of Rents as Document No. 1030841051.

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

UNIT NUMBERS A-3 IN THE WINTERSSET III OFFICE PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: PART OF LOT 1 IN WINTERSSET III OFFICE PARK, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 29, 2001 AS DOCUMENT NUMBER 0010799679, AND AS AMENDED, TOGETHER WITH UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10763 Winterset Drive, Orland Park, IL 60467. The Real Property tax identification number is 27-20-410-007-1013.

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

(1) The following paragraph, titled **CROSS-COLLATERALIZATION**, is hereby added to the Mortgage:

In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Faris Holdings, LLC, 16604 Winterset Series of the Faris Holdings, LLC, and 10763 Winterset Series of the Faris Holdings, LLC to Lender, or any one or more of them, as well as all claims by Lender against Faris

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

Page 2

Holdings, LLC, 16604 Winterset Series of the Faris Holdings, LLC, and 10763 Winterset Series of the Faris Holdings, LLC, 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 Faris Holdings, LLC, 16604 Winterset Series of the Faris Holdings, LLC, and 10763 Winterset Series of the Faris Holdings, LLC 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 barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

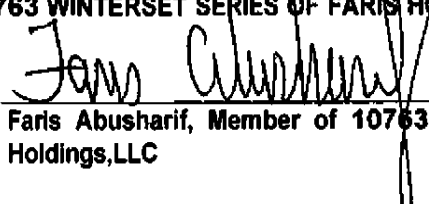
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 of 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 AUGUST 24, 2018.**

GRANTOR:

10763 WINTERSET SERIES OF FARIS HOLDINGS, LLC

By:

  
 Faris Abusharif, Member of 10763 Winterset Series of Faris Holdings, LLC

LENDER:

OLD PLANK TRAIL COMMUNITY BANK, N.A.

x

  
 Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

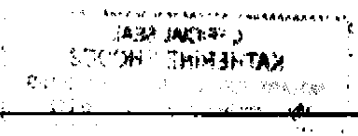
STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 28 day of September, 2018 before me, the undersigned Notary Public, personally appeared **Faris Abusharif, Member of 10763 Winterset Series of Faris Holdings, 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 Katherine Rhodes Residing at Palms Hills

Notary Public in and for the State of Illinois

My commission expires 11-5-21



Will County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Will )

On this 28 day of September 2018 before me, the undersigned Notary Public, personally appeared Carolee Vellegas and known to me to be the MVP, authorized agent for Old Plank Trail Community Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Old Plank Trail Community Bank, N.A., duly authorized by Old Plank Trail Community Bank, 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 Old Plank Trail Community Bank, N.A..

By Katherine Rhodes Residing at Palos Hills

Notary Public in and For the State of Illinois

My commission expires \_\_\_\_\_

