## **UNOFFICIAL COPY**

Doc#. 1935047069 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 12/16/2019 10:38 AM Pg: 1 of 4

RECORDATION REQUESTED BY: Village Bank & Trust, N.A. 234 West Northwest Highway Arlington Heights, IL 60004

WHEN RECORDED MAIL TO: Village Bank & Trust, N.A. 9801 W Higgins Suite 400 Rosemont, IL 60108

FOR RECORDER'S USE ONLY

This Modification of Mortgaga prepared by:
Loan Operations, Loan Obcumentation Administrator
Village Bank & Trust, N.A.
234 West Northwest Highway
Arlington Heights, IL 60004

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 24, 2019, is made and executed between 5323 W. George St. LLC (referred to below as "Grantor") and Viliage Bank & Trust, N.A., whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 19, 2014 in Cook County, IL as Document Number 1432339030.

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

LOT 213 AND THE SOUTH 20 FEET OF LOT 212 IN TALMAN AND THIELE'S CRAWFORD NILES CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 1, 2, 5 AND 6 IN SUBDIVISION OF LOTS 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, WITH THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8310 Karlov Avenue, Skokie, IL 60076. The Real Property tax identification number is 10-22-405-032-0000 and 10-22-405-036-0000.

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

#### 1. The cross-collateralization provision shall be amended and restated below:

In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of EIK LLC, SK Rentals, LLC and 5323 W. George St. LLC to Lender, or any one or more of them, as well as all claims by Lender against EIK LLC, SK Rentals, LLC and 5323 W. George St. 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 EIK LLC, SK Rentals, LLC and 5323 W. George St. 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

1935047069 Page: 2 of 4

## UNOFFICIAL COPY

### MODIFICATION OF MORTGAGE (Continued)

Page 2

become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

Note. The word "Note" means Promissory Note dated October 24, 2019 in the original principal amount of \$103,420.73 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the note.

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 "Noto"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endergers 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 lon-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 OCTOBER 24, 2019.

County Clerk's Office **GRANTOR:** 5323 W. GEORGE \$ By: Shawn D. Kohli, Manager of 5323 W. George St. LLC LENDER: **VILLAGE BANK & TRUST, N.A.** Authorized Signer

1935047069 Page: 3 of 4

## **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF THINKS	)
	) SS
COUNTY OF (())K	)
On this 3/5/ day of OOP  Public, personally appeared Shawn D. Kohli, Manager of member or designated agent of the limited liability commacknowledged the Modification to be the free and volute authority of statute, its articles of organization or its of mentioned, and on oath stated that he or she is authorithe Modification on behalf of the limited liability company by  Notary Public in and for the State of 1//100.3  My commission expires 10/4/30	npany that executed the Modification of Mortgage and intary act and deed of the limited liability company, by perating agreement, for the uses and purposes therein rized to execute this Modification and in fact executed
	Clark's Office

Page 4

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## MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT STATE OF \_ **} \$\$** COUNTY OF ) before me, the undersigned Notary Public, personally appeared Sud Dussaux and known to me to be the \_V/ , authorized agent for Village Bank & Trust, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Village Bank & Trust, N.A., duly authorized by Village Pan' & Trust, 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 fack-executed this said instrument on behalf of Village Bank & Trust, N.A.. Residing at Urlungton Alto Notary Public in and for the State of \_\_\_\_\_\_\_ My commission expires OFFICIAL SEAL PATRICIA A BIELAT Notary Public, State of Illinois My Commission Expires 02 20-2021 LaserPro, Ver. 19.2.0.042 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - IL STAS OFFICE C:\LASERPRO\CCO\CFI\LPL\G201.FC TR-19351 PR-7