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Doc#. 2001308024 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/13/2020 09:01 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Byline Bank formerly known as
North Community Bank, an
Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

SEND TAX NOTICES TO:

4620 West Roosevelt Road,
LLC
3009 Meyers Rd.
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Services
Byline Bank formerly known as North Community Bank, an Illinois banking corporation
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 10, 2019, is made and executed between 4620 West Roosevelt Road, LLC, an Illinois limited liability company, whose address is 3009 Meyers Rd., Oak Brook, IL 60523 (referred to below as "Grantor") and Byline Bank formerly known as North Community Bank, an Illinois banking corporation, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 22, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 29, 2014 as Document No. 1430257066 and an Assignment of Rights dated October 22, 2014 Recorded October 29, 2014 as Document No. 1430257067.

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

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 612.41 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND 611.98 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG A CURVED LINE CONVEXED EASTERLY HAVING A RADIUS OF 269.87 FEET TO A POINT, SAID POINT BEING 641.90 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND 589.75 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT, SAID POINT BEING 601.51 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND 440.51 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID

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MODIFICATION OF MORTGAGE (Continued)

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SOUTHWEST 1/4; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEXED EASTERLY HAVING A RADIUS OF 359.30 FEET, TO A POINT, SAID POINT BEING 247.75 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND 131.0 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING 612.41 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 611.98 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 269.87 FEET TO A POINT, SAID POINT BEING 641.90 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 589.75 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 82 DEGREES, 17 MINUTES, 12 SECONDS EAST BEING AN ASSUMED BEARING ON A LINE TO A POINT, (SAID POINT BEING 601.51 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 440.51 FEET WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER) A DISTANCE OF 32.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 82 DEGREES 17 MINUTES 12 SECONDS EAST ON LAST DESCRIBED LINE A DISTANCE OF 275.0 FEET TO A POINT 601.51 FEET NORTH OF THE SOUTH LINE AND 440.51 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15, BEING A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 359.3 FEET AND A CHORD BEARING OF SOUTH 41 DEGREES, 06 MINUTES, 22 SECONDS EAST WITH A CHORD DISTANCE OF 473.28 FEET AND ARC DISTANCE OF 516.66 FEET TO A POINT BEING 247.75 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 131.0 FEET WEST OF THE EAST LINE OF THE WEST HALF OF SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES, 15 MINUTES, 54 SECONDS EAST ALONG A LINE 131.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 212.76 FEET TO THE NORTH LINE OF ROOSEVELT ROAD, BEING A LINE 33.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES, 50 MINUTES 34 SECONDS EAST ON THE NORTH LINE OF SAID ROOSEVELT ROAD, A DISTANCE OF 36.01 FEET; THENCE NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS WEST A DISTANCE OF 134.64 FEET; THENCE NORTH 2 DEGREES, 17 MINUTES, 17 SECONDS WEST A DISTANCE OF 179.86 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 398.95 FEET AND A CHORD BEARING OF NORTH 40 DEGREES, 38 MINUTES, 53 SECONDS WEST WITH A CHORD DISTANCE OF 495.18 FEET AND AN ARC DISTANCE OF 534.21 FEET; THENCE NORTH 79 DEGREES, 00 MINUTES, 30 SECONDS WEST A DISTANCE OF 4.29 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 347.59 FEET AND A CHORD BEARING OF NORTH 83 DEGREES, 05 MINUTES, 38 SECONDS WEST WITH A CHORD DISTANCE OF 49.52 FEET AND ARC DISTANCE OF 49.57 FEET; THENCE NORTH 87 DEGREES, 10 MINUTES, 46 SECONDS WEST A DISTANCE OF 19.12 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 748.77 FEET AND A CHORD BEARING OF NORTH 83 DEGREES, 04 MINUTES, 05 SECONDS WEST WITH A CHORD DISTANCE OF 107.37 FEET AND AN ARC DISTANCE OF 107.46 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FEET AND A CHORD BEARING OF SOUTH 88 DEGREES, 50 MINUTES, 52 SECONDS WEST WITH A CHORD DISTANCE OF 146.86 FEET AND AN ARC DISTANCE OF 147.97 FEET; THENCE SOUTH 57 DEGREES, 18 MINUTES, 53 SECONDS EAST, A DISTANCE OF 84.44 FEET; THENCE SOUTH 32 DEGREES, 41 MINUTES, 07 SECONDS WEST, 66.3 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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The Real Property or its address is commonly known as 4620 W. Roosevelt Rd., Chicago, IL 60644. The Real Property tax identification number is 16-15-323-012-0000, 16-15-323-015-0000.

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

This Modification of Mortgage reflects that the following items and paragraphs are hereby deleted to the Mortgage and Assignment of Rents and is made a part thereof:

The paragraph entitled "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Lender. The word "Lender" means Byline Bank, formerly known as North Community Bank, an Illinois banking corporation.

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Note. The word "Note" means the promissory note dated November 10, 2019 in the original principal amount of \$1,741,246.12 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$13,153.43 each and one irregular last payment estimated at \$1,293,627.78. Grantor's first payment is due December 10, 2019 and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on November 10, 2024 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 NOVEMBER 10, 2019.

GRANTOR:

4620 WEST ROOSEVELT ROAD, LLC

By: 

George V. Gatto, Sr., Manager of 4620 West Roosevelt Road,
LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION

X *[Signature]*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

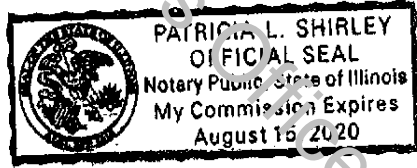
STATE OF IL)
) SS
COUNTY OF WILL)

On this 10th day of November, 2019 before me, the undersigned Notary Public, personally appeared George V. Gatto, Sr., Manager of 4620 West Roosevelt Road, 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 *Patricia L. Shirley* Residing at *Pleasantfield, IL*

Notary Public in and for the State of IL

My commission expires 8-15-20



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF FL)

) SS

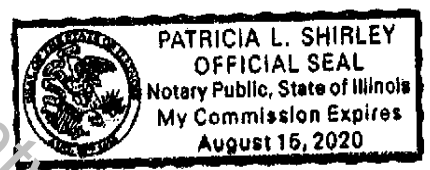
COUNTY OF WILL)

On this 10th day of November, 2019, before me, the undersigned Notary Public, personally appeared Andrew Pankaj and known to me to be the SVP, authorized agent for Byline Bank formerly known as North Community Bank, an Illinois banking corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank formerly known as North Community Bank, an Illinois banking corporation, duly authorized by Byline Bank formerly known as North Community Bank, an Illinois banking corporation 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 Byline Bank formerly known as North Community Bank, an Illinois banking corporation.

By Patricia L. Shirley Residing at Plainfield, IL

Notary Public in and for the State of IL

My commission expires 8-15-20



COOK County Clerk's Office