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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2020 03:24 PM PG: 1 OF 4

WHEN RECORDED MAIL TO:
AMERICAN COMMUNITY
BANK & TRUST
AN ILLINOIS STATE BANKING
ASSOCIATION
P.O. BOX 970
MCHENRY, IL 60051

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
ERIN WEBER, COMMERCIAL LOAN REPRESENTATIVE
AMERICAN COMMUNITY BANK & TRUST
P.O. BOX 970
MCHENRY, IL 60051-0970

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 7, 2020, is made and executed between LITCHFIELD MOTEL, INC. (referred to below as "Grantor") and AMERICAN COMMUNITY BANK & TRUST, whose address is P.O. BOX 1720, WOODSTOCK, IL 60098 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 12, 2019 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 10, 2020 as Document number 2001047067

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

LOT 2 IN DAYS INN SUBDIVISION, (EXCEPT THAT PART OF SAID LOT 2 FALLING IN KANE COUNTY), BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 2008 AS DOCUMENT NUMBER 2008K057513, IN KANE COUNTY, ILLINOIS AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2009 AS DOCUMENT NUMBER 0921903018, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1585 Dundee Ave., Elgin, IL 60120. The Real Property tax identification number is 06-06-100-013-0000.

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

This Mortgage is hereby increased to \$998,147.02 and now secures the following notes: (A) That certain Promissory Note dated December 12, 2019 in the original amount of \$875,000.00 between Shree Yogi Hospitality LLC and Lender (B) That certain revolving line of credit as evidenced by Promissory Note dated

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(Continued)**

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February 07, 2020 in the original amount of \$125,000.00 between Shree Yogi Hospitality LLC and Lender. Whereas A and B includes any renewals, replacements, modifications, amendments and substitutions thereof. The herein described Mortgage is hereby also modified to add the following language: Revolving Line of Credit. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents. All other terms and conditions remain unchanged.

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.

COUNTERPART SIGNATURES. Counterpart and Facsimile. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document, shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 7, 2020.

GRANTOR:

LITCHFIELD MOTEL, INC.

By: 

SANDEEP PATEL, President of LITCHFIELD MOTEL, INC.

LENDER:

AMERICAN COMMUNITY BANK & TRUST

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 7th day of February, 2020 before me, the undersigned Notary Public, personally appeared **SANDEEP PATEL**, President of **LITCHFIELD MOTEL, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *[Signature]* Residing at _____

Notary Public in and for the State of Illinois
 My commission expires 04-15-22



McHenry County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

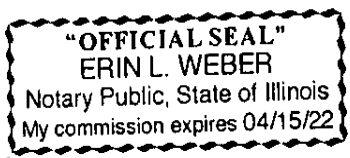
STATE OF Illinois)
)
 COUNTY OF McHenry) SS
)

On this 7th day of February, 2020 before me, the undersigned Notary Public, personally appeared Brandon Bauer and known to me to be the Vice President, authorized agent for **AMERICAN COMMUNITY BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN COMMUNITY BANK & TRUST**, duly authorized by **AMERICAN COMMUNITY BANK & TRUST** 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 **AMERICAN COMMUNITY BANK & TRUST**.

By [Signature], Residing at _____

Notary Public in and for the State of Illinois

My commission expires 04-15-22



McHenry County Clerk's Office