### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
RIVER GROVE
8750 WEST BRYN MAWR
AVENUE
SUITE 1300
CHICAGO, IL 60631-3655

WHEN RECORDED MAIL TO: First Midwest Bank Gurnee Branch P.O. Box 9003 Gurnee, IL 60031-2502



Doc# 2022608070 Fee \$93.00

RHSP FEE:S9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/13/2020 08:41 AM PG: 1 OF 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD GURNEE, IL 60031

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 17, 2(20, is made and executed between H&R MONUMENTAL LLC, whose address is 500 BENNETT ROAD, ELK GRO/E VILLAGE, IL 600071122 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender 1.

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 16, 2017 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded August 17, 2017 as Document Number 1722857188, in Cool County amended by a Modification of Mortgage Recorded November 15, 2017 and dated October 17 2017 as Document Number 1731949042 in Cook County.

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

LOT 17 IN HIGGINS' ROAD COMMERCIAL SUBDIVISION UNIT NO 14, A RESUBDIVISION OF PART OF LOT 1 IN SCHARRINGHAUSSEN'S SUBDIVISION OF THE NORTH 50 ACRES OF THE SOUTH ½ OF THE NORTHWEST ½ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, AND PART OF THE NORTH ½ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 500 BENNET ROAD, ELK GROVE VILLAGE, IL 60007. The Real Property tax identification number is 08-21-202-024-0000.

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

To delete the paragraph titled "Note" in its entirety and insert in ileu thereof the following: "Note. The promissory notes or credit agreements dated July 26, 2017, November 30, 2018, August 6, 2019, and July 17, 2020 in the original principal amounts of \$48,750.00, \$250,000.00, \$191,250.00, and

2022608070 Page: 2 of 5 **005.jpg** 

## **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE (Continued)

Page 2

County Clark's Office

\$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE".

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 per and 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, but a so trial such subsequent actions.

GRANTOR ACKNOWL DGFS HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES 1% 113 TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 17, 2020.

**GRANTOR:** 

HAR MONUMENTAL

By: Defection of the second

JUAN S. HUARACHA, Member of H&R MONUMENTAL LLC

LENDER:

FIRST MIDWEST BANK

**Authorized Signer** 

2022608070 Page: 3 of 5

# UNOFFICIAL COPY

MOD	MODIFICATION OF MORTGAGE (Continued)		
LIMITED I IARII	ITY COMPANY ACKNOWLEDGM	ENT	
STATE OF LOOK COUNTY OF COOK		PATRICIA HUARACHA Official Seal Notary Public - State of Illinois	
On this	OA, Member of H&R MONUMENTAL LLG diability company that executed the Mi free and voluntary act and deed of the lation or its operating agreement, for the she is authorized to execute this Modifier	odification of Mortgage and limited liability company, by	
By Pathum Hull Notary Public in and for the State of My commission expires	CLCLC Residing at	<u>-L</u>	
	00/CO.		
		DY C/O	
		The Clark's Office	

## UNOFFICIAL COPY

	MODIFICATION OF MORTGAGE (Continued)			Page 4		
					•	
	LIABILITY COMPAN	IY ACKNOWLED	GMENT			
STATE OF TUIN  COUNTY OF CODE	015	) } \$\$	Offi Notary Public	A HUARACHA cial Seal : - State of Illinois Expires Nov 7, 2022		
On this day Public, persons, appeared JUAn be a member or disignated agen and acknowledged the Modificati by authority of statute, its articles mentioned, and on path stated the Modification on behalf of the By	I S. HUARACHA, Membe t of the limited liability or on to be the free and voli of organization or its ope hat he or she is authorize	or of H&R MONUME company that execut untary act and deed erating agreement of	led the Modification of d of the limited liability	n to me to Mortgage company,		
Notary Public in and for the State  My commission expires	+-1-21	<del></del>				
		Of Co				
	,		Porton Co	0/4/		
				'5'(	Diffice	

2022608070 Page: 5 of 5

**UNOFFICIAL COPY** 

**MODIFICATION OF MORTGAGE** (Continued) Page 5 LENDER ACKNOWLEDGMENT Duinois PATRICIA HUARACHA STATE OF Official Seal Notary Public - State of Illinois CODK ) SS ly Commission Expires Nov 7, 2022 **COUNTY OF** 2020 day of before me, the undersigned Notary population of the process of the R and known to me to be the part of adapted for FIRST MIDWEST BANK that executed the within and foregoing instrument and On this Public, personal, appeared acknowledged said instrument to be the free and voluntary act and deed of FIRST MIDWEST BANK, duly authorized by FIT.ST MOWEST BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and an oath stated that he or she is authorized to execute this said instrument and in fact executed this said instru nen on behalf of FIRST MIDWEST BANK, Notary Public in and for the State of My commission expires LaserPro, Ver. 20.1.30.039 Copr. Finastra USA Corporation, 1997, 2020. c:\CFIILPL\G201.FC TR 37134, PR-7 All Rights Reserved. County Clarks Office