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Doc#: 2026607001 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/22/2020 08:26 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

**Beverly Bank & Trust
Company, N.A.
10258 S. Western Avenue
Chicago, IL 60643**

WHEN RECORDED MAIL TO:

**Beverly Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Loan Operation, Loan Documentation Administrator
Beverly Bank & Trust Company, N.A.
10258 S. Western Avenue
Chicago, IL 60643

**FIRST AMERICAN TITLE
FILE # 2986417M**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 23, 2020, is made and executed between 9455 Hoyne LLC, an Illinois limited liability company, whose address is 9455 South Hoyne Street, Chicago, IL 60643 (referred to below as "Grantor") and Beverly Bank & Trust Company, N.A., whose address is 10258 S. Western Avenue, Chicago, IL 60643 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 24, 2020 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on February 19, 2020 as Document #2005047173 and Document #2005047174 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOTS 27 AND 28 IN BLOCK 38 IN ROUNTREE'S ADDITION TO BEVERLY HILLS SUBDIVISION OF BLOCKS 30, 33 AND 38 OF HILLIARD AND DOBBIN'S SUBDIVISION OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS 27 AND 28 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6 CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED AS DOCUMENT NO. 10732384, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9455 S. Hoyne Avenue, Chicago, IL 60643. The Real Property tax identification number is 25-06-323-033-0000.

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

(1) The definition of Note is hereby restated in its entirety to mean the following:

Note. The word "Note" means a Promissory Note dated June 23, 2020, as amended from time to time, in

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MODIFICATION OF MORTGAGE (Continued)

the original principal amount of \$372,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

(2) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$744,000.00.

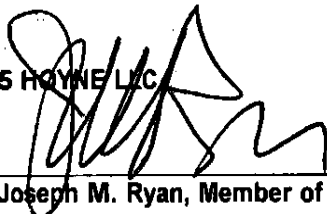
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JUNE 23, 2020.

GRANTOR:

9455 HOYNE LLC

By:


Joseph M. Ryan, Member of 9455 Hoyne LLC

LENDER:

BEVERLY BANK & TRUST COMPANY, N.A.

X


Authorized Signer

County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

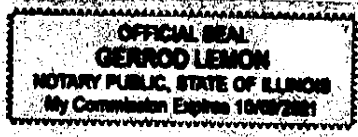
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 24th day of June, 2020 before me, the undersigned Notary Public, personally appeared **Joseph M. Ryan, Member of 9455 Hoyne 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 [Signature] Residing at 10258 S Western Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 10/03/2021



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 24th day of June, 2020 before me, the undersigned Notary Public, personally appeared Jasen Swan and known to me to be the Assistant Vice President, authorized agent for Beverly Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Beverly Bank & Trust Company, N.A., duly authorized by Beverly Bank & Trust Company, 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 Beverly Bank & Trust Company, N.A.

By [Signature] Residing at 10258 S Western Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 10/03/2021

