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**RECORDATION REQUESTED BY:**

Byline Bank  
Corporate Headquarters  
Byline Bank, an Illinois State  
Chartered Bank, as successor  
in interest to Community Bank  
of Oak Park River Forest  
180 N. LaSalle Street  
Chicago, IL 60601

Doc#: 2027407254 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 09/30/2020 12:21 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

Hamer Group, L.L.C.  
737 S. Lyman Ave.  
Oak Park, IL 60304

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Loan Documentation  
Byline Bank  
Byline Bank, an Illinois State Chartered Bank, as successor in interest to Community Bank of Oak Park  
River Forest  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 24, 2020, is made and executed between Hamer Group, L.L.C., an Illinois limited liability company, whose address is 737 S. Lyman Ave., Oak Park, IL 60304 (referred to below as "Grantor") and Byline Bank, whose address is Byline Bank, an Illinois State Chartered Bank, as successor in interest to Community Bank of Oak Park River Forest, 180 N. LaSalle Street, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 24, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 30, 2007 as Document No. 0703033183 and an Assignment of Rents dated January 30, 2007 Recorded January 30, 2007 as Document No. 0703033184.

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

**Parcel 1:**

The East 27 feet of Lot 1 and Lot 2 (except East 28 feet thereof) in Schmidt's Subdivision of Lot 13 and the South 1/2 of Lot 14 in Block 7 of Kettlestring Addition in Section 7 Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

Lots 220 and 221 in the Highlands, being a Subdivision of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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## MODIFICATION OF MORTGAGE (Continued)

**Parcel 3:**

Lots 26, 27 and 28 in Block 2 in Franklin P. Wilson's Subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as Parcel 1: 1140-1142 Ontario St., Oak Park, IL 60302; Parcel 2: 632-634 S. Highland Ave., Oak Park, IL 60304; Parcel 3: 344-350 Harrison St., Oak Park, IL 60304. The Real Property tax identification number is Parcel 1: 16-07-109-009-0000; Parcel 2: 16-17-110-013-0000; Parcel 3: 16-17-124-029-0000.

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

**An additional amount of \$57,000.00 has been advanced under the Note.**

This Modification of Mortgage reflects that the following items and paragraphs are hereby deleted or inserted 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 Fyne Bank, an Illinois State Chartered Bank, as successor in interest to Community Bank of Oak Park River Forest.

The paragraph entitled "Waiver of Right of Redemption" is hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

The paragraph entitled "Cross-Default/Cross-Collateralization" is hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:

**CROSS-DEFAULT/CROSS-COLLATERALIZATION.** The Indebtedness of the Borrower to Lender shall be cross defaulted with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. The indebtedness created by any Guaranty issued by the Borrower as Guarantor in favor of Lender in connection with any Indebtedness of the Borrower to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. It is agreed by the Borrower that the security interest created by any Commercial Security Agreement, Mortgage or other Collateral document, in the Collateral described therein, collateralizes all of the Indebtedness of the Borrower to Lender, and that no security interest in any such Collateral will be released until the total Indebtedness owed by the Borrower to Lender is paid in full.

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 January 24, 2020 in the original principal amount of \$1,264,255.66 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.

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

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## MODIFICATION OF MORTGAGE

(Continued)

the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 JANUARY 24, 2020.**

GRANTOR:

HAMER GROUP, L.L.C.

By:   
Paul E. Hamer, Jr, Manager of Hamer Group, L.L.C.

By:   
June T. Hamer, Manager of Hamer Group, L.L.C.

LENDER:

BYLINE BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 20 day of March, 2020 before me, the undersigned Notary Public, personally appeared **Paul E. Hamer, Jr, Manager of Hamer Group, L.L.C. and June T. Hamer, Manager of Hamer Group, L.L.C.** and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Sonia A Medina Residing at 742 W. Diversy

Notary Public in and for the State of IL

My commission expires 12/27/2020



County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

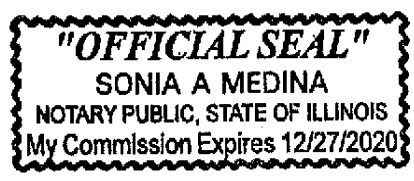
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 26 day of March, 2020 before me, the undersigned Notary Public, personally appeared JASON MANGAWAN and known to me to be the ASSISTANT VP, authorized agent for **Byline Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank**, duly authorized by **Byline Bank** 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**.

By Sonia A. Medina Residing at 742 W. Diversy

Notary Public in and for the State of COOK

My commission expires 12/27/2020



COOK County Clerk's Office