UNOFFICIAL COPY

Edward M. Moody

Cook County Recorder of Deeds

Date: 11/18/2020 09:36 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

Fifth Third Bank, National

Association

Attn: Post Closing Exceptions,

MD ROPS56

1850 East Paris Avenue SE Grand Rapids, MI 49546

WHEN RECORDED MAIL TO:

Fifth Third Bank, National

Association

Attn: Post Closing Exceptions,

MD ROPS56

1850 East Paris Avenue SE

Grand Rapids, MI 49546

SEND TAX NOTICES TO:

Fifth Third Ban', National

Association

Attn: Escrow Processing,

MD1MOCB7

5050 Kingsley Drive

Cincinnati, OH 45227

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by.

A. Fabi

Fifth Third Bank, National Association

222 South Riverside Plaza

Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 24, 2020, is made and executed between 1016 Lunt, LLC, whose address is 1016 Lunt Avenue, Schaumburg, IL 601/3 (referred to below as "Grantor") and Fifth Third Bank, National Association, whose address is 222 South Rivers of Plaza, Chicago, IL 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 24, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of August 24, 2015 execute by 1016 Lunt, LLC ("Grantor") for the benefit of MB Financial Bank, N.A., as successor in interest to American Chartered Bank (the "Lender") recorded in the office of the Cook County Recorder of Deeds (the "Recorder") on September 14, 2015 as document #1525726085, and Assignment of Rents of even date the ewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on September 14, 2015 as document #1525726086.

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

Lot 6, in Block 8, in Centex Industrial Park Unit 63, being a Subdivision of part of the North Ralf of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1016 Lunt Avenue, Schaumburg, IL 60193. The Real



Property tax identification number is 07-33-100-020-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirely as follows: The word "Note" means that certain Promissory Note dated August 24, 2020 in the current principal amount of \$181,466.28 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "MAXIMUM LIEN" set forth in the Mortgage is amended as follows:

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 \$362,932.56.

Successor in Interest. MB Financial Bank, N.A. successor in Interest to American Chartered Bank, merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes herer.

CONTINUING VALIDITY Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full or e 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 Mortgag 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 OLINE CLORES OFFICE AND GRANTOR AGREES TO ITS TERMS. THIS MCDIFICATION OF MORTGAGE IS DATED AUGUST 24, 2020.

**GRANTOR:** 

1016 LUNT

Mirchef/Managing Member of 1016 Lunt, LLC

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

rized Signer

## UNIOFICATION OF A TOPE PY (Continued)

LIMITED LIABILITY CO	MPANY ACKNOWLEDGMENT
etate of IL	,
STATE OF	)
	) SS
COUNTY OF	)
Public, personally appeared Nicolay Mirchef, Managemember or designated agent of the limited liability acknowledged the Modification to be the free and eauthority of statute, its articles of organization or immentioned, and on oath stated that he or she is authority of the limited liability companies.	
By Sikander Hugat	Residing at 1199 E Higgins Rd Schaumbur
Notary Public in and for the State of	
My commission expires <u>08 - 2.2 - 20 2</u>	OFFICIAL SEAL SIKANDER HAYAT Notary Public. State of Illinois My Commission Expires 08/22/2022
	t Colynx
	Clart's Ox

Page 4

## UNIOFICATION OF AUGRICAGE PY

LENDER ACKNO	OWLEDGMENT
STATE OF Illinois	•
	·) ss
COUNTY OF COOK	j da
COUNTY OF	
On this day of	al Association that executed the within and foregoing free and voluntary act and deed of Fifth Third Bank, National Association through its board of directors or
execute this said/instrument and in fact executed this s	
Association.	
By au	Residing at 222 SRiverside Plaze Chilyp 60606
Notary Public in and for the State of Ilinais	·
My commission expires <u>Sun 29<sup>th</sup> 2022</u>	MARIO JONES Official Seal Notary Public - State of Illinois My Commission Expires Jan 29, 2022
LaserPro, Ver. 20.2.20.003 Copr. Finastra USA Corp	
C:\LASERPRO_PROD\GFI\LPL	10201.FC 11-2009 FN-40
•	
	4D <sub>2</sub>
	<i>'</i> 1/2
	(),
	Olynin Clark's Office