

# UNOFFICIAL COPY

Doc#. 2104901505 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/18/2021 03:18 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**  
Northbrook Bank & Trust  
Company, N.A.  
1100 Waukegan Road  
Northbrook, IL 60062

**WHEN RECORDED MAIL TO:**  
Northbrook 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 Operations, Loan Documentation Administrator  
Northbrook Bank & Trust Company  
1100 Waukegan Road  
Northbrook, IL 60062

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 21, 2020, is made and executed between Nov Investments LLC - 12541, a series of Nov Investments LLC, an Illinois series eligible limited liability company (referred to below as "Grantor") and Northbrook Bank & Trust Company, N.A., whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 21, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 13, 2016, in the Office of the Cook County Recorder of Deeds as Document #1601312035, and an Assignment of Rents and Leases dated December 21, 2015 and recorded on January 13, 2016, in the Office of the Cook County Recorder of Deeds as Document #1601312036.

\*\*\* The original Mortgage referenced herein is called a Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing.\*\*\*

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

LOT 1 IN PARK LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF (EXCEPT THE EAST 50 RODS THEREOF AND ALSO EXCEPT THE NORTH 60.00 FEET OF THE WEST 158 FEET THEREOF AND ALSO EXCEPT THE SOUTH 76.00 FEET OF THE WEST 158 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12541 S. Kostner Ave., Alsip, IL 60803. The Real Property tax identification number is 24-27-400-061-0000.

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

(1) The definition of the word Mortgagee is hereby modified in its entirety to read as follows:

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## MODIFICATION OF MORTGAGE (Continued)

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**Lender.** The word "Mortgagee" means Northbrook Bank & Trust Company, N.A. ("Lender"), as assignee from American Enterprise Bank, pursuant to the Asset Purchase Agreement between Northbrook Bank & Trust Company and American Enterprise Bank, dated July 31, 2018, its successors and/or assigns.

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

**Note.** The word "Note" means a Promissory Note dated December 21, 2020, as amended from time to time, in the original principal amount of \$283,346.28, 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.

(3) The following paragraph, titled **CROSS-COLLATERALIZATION**, is hereby added to the Mortgage:

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Nov Investments LLC; Nov Investments LLC - 12541; Nov Investments LLC - 12228; Nov Investments LLC - 3925; AND Nov Investments LLC - 3932 to Lender, or any one or more of them, as well as all claims by Lender against Nov Investments LLC; Nov Investments LLC - 12541; Nov Investments LLC - 12228; Nov Investments LLC - 3925; AND Nov Investments LLC - 3932 or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Nov Investments LLC; Nov Investments LLC - 12541; Nov Investments LLC - 12228; Nov Investments LLC - 3925; AND Nov Investments LLC - 3932 may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**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 DECEMBER 21, 2020.**

**GRANTOR:**

**NOV INVESTMENTS LLC - 12541**

By: 

Steven R. Novak, Member of Nov Investments LLC - 12541

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

NORTHBROOK BANK & TRUST COMPANY, N.A.

X [Signature]  
Authorized Signatory

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 20<sup>th</sup> day of January, 2021 before me, the undersigned Notary Public, personally appeared **Steven R. Novak, Member of Nov Investments LLC - 12541**, 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 ILLINOIS

Notary Public in and for the State of IL

My commission expires 03-11-2022



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 20th day of January, 2021 before me, the undersigned Notary Public, personally appeared Ronald Calandra and known to me to be the SVP, authorized agent for Northbrook 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 Northbrook Bank & Trust Company, N.A., duly authorized by Northbrook 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 Northbrook Bank & Trust Company, N.A.

By Kelley Residing at ILLINOIS

Notary Public in and for the State of COOK

My commission expires 03-11-2022



COOK County Clerk's Office