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RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/12/2021 09:45 AM PG: 1 OF 5

**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

**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, 2020 is made and executed between H&R MONUMENTAL LLC, whose address is 500 BENNETT ROAD, ELK GROVE 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").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 26, 2017 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded August 17, 2017 as Document Number 1722857188, in Cook 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 located 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 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, AND PART OF THE NORTH 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 500 BENNETT 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 lieu 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

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## MODIFICATION OF MORTGAGE (Continued)

**\$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 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 JULY 17, 2020.**

**GRANTOR:**

**H&R MONUMENTAL LLC**

By:   
ESTEFANIA ROA, Member of H&R MONUMENTAL LLC

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

**LENDER:**

**FIRST MIDWEST BANK**

X   
Authorized Signer

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )



On this 17th day of November, 2020 before me, the undersigned Notary Public, personally appeared ESTEFANIA ROA, Member of H&R MONUMENTAL 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 Patricia Huaracha Residing at 1807 Silverstone Drive  
Carpentersville  
 Notary Public in and for the State of Illinois  
 My commission expires 11/7/2022

Patricia Huaracha

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook. ) SS



On this 17th day of November 2020 before me, the undersigned Notary Public, personally appeared JUAN S. HUARACHA, Member of H&R MONUMENTAL 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 Patricia Huaracha Residing at 1807 Silverstone Dr.  
Carpentersville IL.  
 Notary Public in and for the State of Illinois

My commission expires 11/7/2022  
Patricia Huaracha

County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of November, 2020 before me, the undersigned Notary Public, personally appeared Adnan Assad and known to me to be the Senior Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Nancy Grigaliunas Residing at Lesly Park

Notary Public in and for the State of Illinois

My commission expires 5/21/2024

