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Doc#: 2111128020 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/21/2021 09:33 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
CHICAGO HARLEM & IRVING
8750 WEST BRYN MAWR
AVENUE
SUITE 1300
CHICAGO, IL 60631-3655

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9203
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 April 8, 2021, is made and executed between AGAPE INVESTMENTS LLC an Illinois limited liability company, whose address is 1235 NAPERVILLE DRIVE, ROMEOVILLE, IL 60446-1041 (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 August 3, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED AUGUST 9, 2016 DATED AUGUST 8, 2016 AS DOCUMENT NUMBER 162247095, IN COOK COUNTY.

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

LOTS 17 AND 18 AND THE EASTERLY 4.00 FEET OF LOT 19 IN BLOCK 3 IN THE VILLAGE OF LEMONT A SUBDIVISION IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 206 Main Street, Lemont, IL 60439. The Real Property tax identification number is 22-20-312-002-0000; 22-20-312-026-0000.

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

1. To delete from the paragraph entitled **MAXIMUM LIEN** the following "\$975,000.00" and insert in lieu thereof the following: "\$1,290,000.00".
2. To delete the definition of "NOTE" therein its entirety and to insert in lieu thereof the following: "NOTE. The word "Note" means the Promissory Note dated CLOSING DATE in the original principal amount of \$645,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the Promissory Note all of which

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MODIFICATION OF MORTGAGE (Continued)

are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest."

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 APRIL 8, 2021.

GRANTOR:

AGAPE INVESTMENTS LLC

By:

JOHN R. FAIRCLOUGH, Manager of AGAPE INVESTMENTS LLC

LENDER:

FIRST MIDWEST BANK

x  AVP
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest."

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 APRIL 8, 2021.

GRANTOR:

AGAPE INVESTMENTS LLC

By: _____

**JOHN R. FAIRCLOUGH, Manager of AGAPE INVESTMENTS
LLC**

LENDER:

FIRST MIDWEST BANK

X _____
Authorized Signer

OFFICE OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

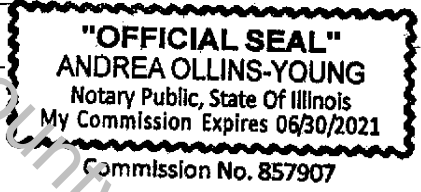
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 9th day of April, 2021 before me, the undersigned Notary Public, personally appeared John Benkoske and known to me to be the Assistant 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 [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 06/30/2021



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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

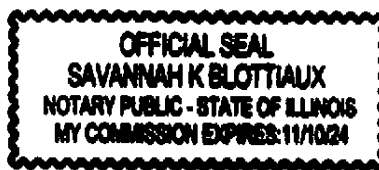
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 9th day of April, 2021 before me, the undersigned Notary Public, personally appeared **JOHN R. FAIRCLOUGH**, Manager of **AGAPE INVESTMENTS 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 Savannah Blottiaux Residing at Joliet, IL

Notary Public in and for the State of Illinois

My commission expires 11/10/24



County Clerk's Office