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Karen A. Yarbrough
Cook County Clerk
Date: 05/14/2021 07:48 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
FNBC Bank and Trust
Attn: Loan Operations
620 W. Burlington Avenue
La Grange, IL 60525

WHEN RECORDED MAIL TO:
FNBC Bank and Trust
Attn: Loan Operations
620 W. Burlington Avenue
La Grange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Central Loan Operations
FNBC Bank and Trust
620 W Burlington Ave
LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 19, 2020, is made and executed between Harris Place LLC (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W Burlington Ave, LaGrange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 19, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 15, 2014 in the office of the Cook County Recorder of Deeds and known as document number 1401504036.

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

THAT PART OF LOT 'B' OF PLAT OF CONSOLIDATED OF LOT 'A' (OWNER'S CONSOLIDATION OF LOTS 24, 25 AND 26) TOGETHER WITH LOT 21 (EXCEPT THE WESTERLY 8 FEET THEREOF) AND ALL OF LOTS 22 AND 23 TO BE KNOWN HEREAFTER AS LOT 'B' FRONTING ON LA GRANGE ROAD, ALL IN BLOCK 23 IN THE ORIGINAL SUBDIVISION OF LA GRANGE, BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE EAST LINE OF AFORESAID LOT 'B' IS CONSIDERED AS BEARING DUE NORTH.

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID LOT 'B'; THENCE SOUTH IN THE EAST LINE OF AFORESAID LOT 'B' (BEING THE WEST LINE OF LA GRANGE ROAD), A DISTANCE OF 51.63 FEET TO A POINT IN THE PROLONGATION EASTERLY OF THE CENTER LINE OF 8 INCH 'H' COLUMNS ON THE 1ST FLOOR OF A 1 STORY BRICK BUILDING TO THE NORTH AND A 2 STORY BRICK BUILDING TO THE SOUTH BEING THEIR DIVISION LINE AT THIS ELEVATION AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 74 DEGREES 46 MINUTES 30

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

SECONDS WEST, A DISTANCE OF 138.49 FEET TO A POINT IN THE WEST FACE OF THE 2 STORY BRICK BUILDING; THENCE NORTH 15 DEGREES 39 MINUTES 50 SECONDS WEST IN WEST FACE OF AFORESAID 1 AND 2 STORY BRICK BUILDINGS AND ITS PROLONGATION NORTHERLY, A DISTANCE OF 49.80 FEET TO A POINT IN THE NORTHERLY LINE OF AFORESAID LOT 'B'; THENCE SOUTH 74 DEGREES 46 MINUTES 00 SECONDS WEST IN NORTHERLY LINE OF AFORESAID LOT 'B', BEING THE SOUTHERLY LINE OF A 14 FOOT PUBLIC ALLEY, A DISTANCE OF 40.11 FEET TO A POINT IN THE EASTERLY FACE OF A 3 STORY BRICK BUILDING AND ITS PROLONGATION NORTHERLY; THENCE SOUTH 14 DEGREES 52 MINUTES 20 SECONDS EAST IN LAST DESCRIBED LINE (THE EASTERLY FACE OF AFORESAID 3 STORY BRICK BUILDING, BEING THE WESTERLY FACE OF 1 AND 2 STORY BRICK BUILDING ADDITION, TO AFORESAID 2 STORY BRICK BUILDING), A DISTANCE OF 119.06 FEET TO THE SOUTHERLY LINE OF AFORESAID LOT 'B'; THENCE NORTH 74 DEGREES 45 MINUTES 30 SECONDS EAST IN AFORESAID SOUTHERLY LINE OF LOT 'B', BEING THE NORTHERLY LINE OF HARRIS AVENUE, A DISTANCE OF 160.89 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 'B'; THENCE NORTH IN THE EAST LINE OF AFORESAID LOT 'B', A DISTANCE 71.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1 West Harris, LaGrange, IL 60525. The Real Property tax identification number is 18-04-125-047-0000.

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

The "TAX RESERVES." paragraph below is hereby added to the Mortgage.

All other terms and conditions remain unchanged.

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.

TAX RESERVES. Borrower agrees that upon an Event of Default, Lender reserves the right to require Borrower to establish and maintain a reserve account in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes as otherwise required herein. Thereafter, Borrower shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fractions as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes. If required by Lender, Borrower shall further pay at the same time frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, assessments and other charges subject to the requirements of applicable law, Borrower shall pay the difference in one or more payments as Lender requires. Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the

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MODIFICATION OF MORTGAGE (Continued)

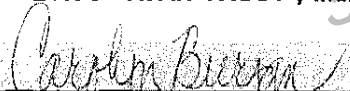
excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default.

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 19, 2020.

GRANTOR:

HARRIS PLACE, LLC


CAROLYN BURJAN TRUST , Managing Member of Harris Place, LLC

By: 
Carolyn Burjan, Co-Trustee of Carolyn Burjan Trust

By: 
Jerry J Burjan, Co-Trustee of Carolyn Burjan Trust

LENDER:

FNBC BANK AND TRUST

X 
Joseph M. Kroc, Senior Vice President

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

On this 28 day of January, 2021 before me, the undersigned Notary Public, personally appeared **Carolyn Burjan, Co-Trustee of Carolyn Burjan Trust , Managing Member of Harris Place, LLC and Jerry J Burjan, Co-Trustee of Carolyn Burjan Trust , Managing Member of Harris Place, LLC**, 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 Kathleen Rutkowski Residing at Elmhurst

Notary Public in and for the State of IL

My commission expires 9-1-2023



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 20th day of January, 2021 before me, the undersigned Notary Public, personally appeared **Joseph M. Kroc** and known to me to be the **Senior Vice President**, authorized agent for **FNBC Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FNBC Bank and Trust**, duly authorized by **FNBC Bank and Trust** 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 **FNBC Bank and Trust**.

By Tamara A Powers Residing at Lagrange

Notary Public in and for the State of Illinois

My commission expires 9/21/21

Cook County Clerk's Office