

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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

Doc#. 2113420143 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/14/2021 08:02 AM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

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

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**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

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## **MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated December 19, 2020, is made and executed between Lagrange Place, LLC, whose address is 19 N Catherine, La Grange, IL 60525 (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 1401504038.**

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 26 S LaGrange Road, LaGrange, IL 60525. The Real Property tax identification number is 18-04-125-051-0000, 18-04-125-052-0000 & 18-04-125-053-0000.

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

1) The "**CROSS DEFAULT.**" paragraph below is hereby added to the Mortgage.

**CROSS DEFAULT.** The Indebtedness of the Borrower to Lender shall be cross defaulted with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. The indebtedness created by any Guaranty issued by the Borrower as Guarantor in favor of Lender in connection with any Indebtedness of the Borrower to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof.

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

All other terms and conditions remain unchanged.

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## MODIFICATION OF MORTGAGE

(Continued)

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**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 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.

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## MODIFICATION OF MORTGAGE


(Continued)


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:

LAGRANGE PLACE LLC

JERRY J BURJAN TRUST, Managing Member of Lagrange Place, LLC

X   
Carolyn Burjan, Trustee of Jerry J Burjan Trust under the provisions of a Trust Agreement dated August 6, 1976

X   
Jerry J Burjan, Trustee of Jerry J Burjan Trust under the provisions of a Trust Agreement dated August 6, 1976

LENDER:

FNBC BANK AND TRUST

X   
Joseph M. Kroc, Senior Vice President

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DuPage

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On this 28<sup>th</sup> day of January, 2021 before me, the undersigned Notary Public, personally appeared **Carolyn Burjan, Co-Trustee of Jerry J Burjan Trust, Managing Member of Lagrange Place, LLC and Jerry J Burjan, Co-Trustee of Jerry J Burjan Trust, Managing Member of Lagrange 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

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 9th 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

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## EXHIBIT "A" (26 S LAGRANGE ROAD)

**PARCEL 1:**

LOTS 1, 2 AND 3 (EXCEPT THE WEST 5.4 FEET OF SAID LOT 3) IN BLOCK 23 OF THE ORIGINAL SUBDIVISION OF LAGRANGE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 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, IN COOK COUNTY ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF LOT 1 FOR A DISTANCE OF 25.4 FEET TO THE INTERSECTION OF AN EXTENSION OF THE CENTER LINE OF THE NORTHERLY WALL OF THE BRICK BUILDING LOCATED ON THE SOUTHERLY PART OF SAID LOTS, WITH THE EAST LINE OF LOT 1; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID NORTHERLY WALL OF SAID BUILDING; FOR A DISTANCE OF 83.23 FEET; THENCE NORTHERLY AND AT RIGHT ANGLES TO THE PRECEDING COURSE, 2.48 FEET TO THE CENTER LINE OF THE CONTINUATION OF SAID NORTHERLY WALL; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF WALL, FOR A DISTANCE OF 45.89 FEET TO THE BEVELLED NORTH WEST END OF THE ONE STORY GARAGE BUILDING; THENCE SOUTHWESTERLY ALONG THE BEVELLED END OF SAID GARAGE BUILDING, 6.83 FEET TO A POINT IN A LINE DRAWN NORTHWESTERLY AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF LOT 3, 23.8 FEET FROM THE SOUTHERLY LINE OF LOT 3; THENCE SOUTHEASTERLY 23.8 FEET ALONG SAID LINE TO THE SOUTHERLY LINE OF LOT 3; THENCE NORTHEASTERLY 127.14 FEET ALONG THE SOUTHERLY LINE OF SAID LOTS 1, 2 AND 3 TO THE PLACE OF BEGINNING; AND

ALSO EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE NORTHEASTERLY 5.40 FEET ALONG THE NORTHERLY LINE OF SAID LOT 3 FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY 70.35 FEET ALONG THE EASTERLY LINE OF THE WESTERLY 5.40 FEET OF SAID LOT 3 TO THE SOUTHERLY FACE OF A BUILDING WALL; THENCE NORTHEASTERLY 0.80 FEET TO A POINT ON THE EASTERLY FACE OF A ONE STORY BRICK BUILDING THENCE SOUTHEASTERLY ALONG THE EASTERLY FACE OF SAID BUILDING 4.04 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE NORTHEASTERLY ALONG THE FACE OF A SOUTHERLY LINE OF SAID BUILDING 21.58 FEET TO A CORNER IN SAID BUILDING; THENCE NORTHWESTERLY ALONG THE FACE OF A WALL IN SAID BUILDING 8.14 FEET TO A CORNER IN SAID BUILDING; THENCE NORTHEASTERLY ALONG THE FACE OF A SOUTHERLY WALL OF SAID BUILDING 7.30 FEET TO A CORNER IN SAID BUILDING; THENCE NORTHWESTERLY ALONG THE FACE OF A WALL IN SAID BUILDING 2.10 FEET TO A CORNER IN SAID BUILDING; THENCE NORTHERLY ALONG THE FACE OF A SOUTHERLY WALL IN SAID BUILDING 4.28 FEET TO A CORNER IN SAID BUILDING; THENCE NORTHWESTERLY ALONG THE FACE OF WALL IN SAID BUILDING 4.25 FEET TO A CORNER IN SAID BUILDING; THENCE NORTHEASTERLY ALONG THE FACE OF A SOUTHERLY WALL IN SAID BUILDING 6.15 FEET; THENCE NORTHWESTERLY 33.87 FEET, PARALLEL WITH THE WESTERLY LINE OF LOT 3; THENCE NORTHEASTERLY 1.29 FEET, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY 26.13 FEET, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 3, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3; THENCE

SOUTHWESTERLY 42.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 3, TO THE POINT OF BEGINNING.

**PARCEL 2:**

THAT PART OF LOTS 3 AND 4 IN BLOCK 23 OF THE ORIGINAL SUBDIVISION OF LAGRANGE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 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, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4, 15 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE THAT IS 15 FEET SOUTHWESTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 40.70 FEET TO A POINT THAT IS 8 FEET SOUTHEASTERLY FROM THE EXISTING SOUTH FACE OF THE ONE STORY BUILDING, NOW STANDING; THENCE NORTHEASTERLY IN A LINE THAT IS PARALLEL TO AND 8 FEET SOUTHEASTERLY FROM THE SAID EXISTING SOUTHERLY FACE OF SAID STANDING BRICK BUILDING, FOR A DISTANCE OF 17.40 FEET; THENCE NORTHWESTERLY FOR A DISTANCE OF 8 FEET; TO A POINT ON THE SOUTHERLY FACE OF SAID BUILDING THAT IS 22.40 FEET NORTHEASTERLY OF THE SOUTH WEST CORNER OF SAID BUILDING; THENCE NORTHEASTERLY ALONG THE SOUTHERLY FACE OF EXISTING ONE STORY BRICK BUILDING, A DISTANCE OF 3 FEET, MORE OR LESS TO A POINT IN THE EAST LINE OF THE WEST 5.4 FEET OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF THE WEST 5.4 FEET OF SAID LOT 3, FOR A DISTANCE OF 48.65 FEET, MORE OR LESS TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTHWESTERLY IN THE SOUTHERLY LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.