

UNOFFICIAL COPY

Doc#: 2115821251 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/07/2021 11:00 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
Old Second National Bank
37 S. River Street
Aurora, IL 60506

WHEN RECORDED MAIL TO:
Old Second National Bank
37 S. River Street
Aurora, IL 60506

SEND TAX NOTICES TO:
Saxony Montana, LLC
222 Northfield Rd Ste 200
Northfield, IL 60093-3347

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Loan Administration
Old Second National Bank
37 S. River Street
Aurora, IL 60506

CCH/200546/LD PL

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated May 12, 2021, is made and executed between Saxony Montana, LLC, an Illinois limited liability company, whose address is 222 Northfield Rd Ste 200, Northfield, IL 60093-3347 (referred to below as "Grantor") and Old Second National Bank, whose address is 37 S. River Street, Aurora, IL 60506 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2020 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 3, 2021 as Doc# 2103412404.

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

EAST 6 1/2 FEET OF LOT 31 AND LOT 30 (EXCEPT THE EAST 4 FEET THEREOF) IN SEMINARY ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 5 ACRES (EXCEPT THE WEST 297 FEET NORTH 115.2 FEET) OF OUTLOT 19 OF CANAL TRUSTEES' SUBDIVISION IN THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 970 W. Montana St., Chicago, IL 60614. The Real Property tax identification number is 14-29-423-021-0000.

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

The definition of Note is hereby replaced in its entirety with the following:

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

Loan No: 63801048644

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Note. The word "Note" means the promissory note dated December 7, 2020, in the principal amount of \$536,250.00 from Borrower to Lender and as modified by that certain Change in Terms Agreement dated May 12, 2021 in the principal amount of \$836,250.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 MAY 12, 2021.

GRANTOR:

SAXONY MONTANA, LLC

By: 

Joshua A. Mintzer, Manager of Saxony Montana, LLC

LENDER:

OLD SECOND NATIONAL BANK

X

John (Jack) Avendt II, Vice President

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

Loan No: 63801048644

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John (Jack) Avendt II, Vice President

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MODIFICATION OF MORTGAGE

(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

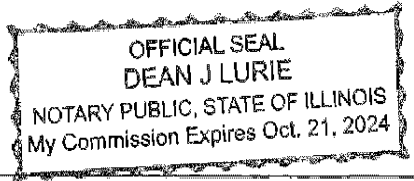
STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 17th day of May, 2021 before me, the undersigned Notary Public, personally appeared Joshua A. Mintzer, Manager of Saxony Montana, 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 [Signature] Residing at 222 Northfield #200
Northfield, IL 60067

Notary Public in and for the State of IL

My commission expires 5/17/24



Notary Public, State of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 63801048644

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 24th day of May, 2021 before me, the undersigned Notary Public, personally appeared John (Jack) Avendt II and known to me to be the Vice President, authorized agent for Old Second National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Old Second National Bank, duly authorized by Old Second National 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 Old Second National Bank.

By Sharon Skowron Residing at T.oley Park

Notary Public In and for the State of Illinois

My commission expires July 1, 2024



County Clerk's Office