

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 10/19/2021 11:11 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**  
Great Southern Bank  
Loan Operations - Review  
PO Box 5087  
Springfield, MO 65801

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Rachel McIntyre, Commercial Loan Assistant  
Great Southern Bank  
12257 University Ave  
Clive, IA 50325

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 15, 2021, is made and executed between **ALBANY BANK AND TRUST COMPANY, N.A.**, not personally, but as Trustee under Trust Agreement Dated December 16, 1998, and Known as Trust Number 11-5483, whose address is 3400 West Lawrence Avenue, Chicago, IL 60625 (referred to below as "Grantor") and Great Southern Bank, whose address is 12257 University Ave , Clive, IA 50325 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 16, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement executed by Grantor in favor of TCF National Bank ("TCF") dated June 16, 2008 and recorded June 20, 2008 in the office of the Cook County Recorder of Deeds (the "Recording Office") as Document #0817233118, as amended by First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement executed by Grantor and TCF dated August 15, 2012 and recorded September 5, 2012 in the Recording Office as Document #1224910098, as assigned by TCF to Lender by Mortgage and Loan Document Assignment dated October 25, 2013 and recorded January 3, 2014 in the Recording Office as Document #1400308152, and as modified by Modification of Mortgage executed by Grantor and Lender dated September 20, 2016 and recorded October 13, 2016 in the Recording Office as Document #1628742099.

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

LOTS 17 AND 18 IN BLOCK 3 IN DEVON-WESTERN ADDITION TO ROGERS PARK, A SUBDIVISION OF LOTS 1 TO 24 IN FABER'S SUBDIVISION OF SOUTH 6 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2122-24 West Devon Avenue and 6405-07 North

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## MODIFICATION OF MORTGAGE

(Continued)

Hamilton Avenue, Chicago, IL 60659.

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

**The maturity date of the Note described in the Mortgage has been modified to October 15, 2026.**

**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.

**TRACKING IDENTIFICATION.** 128,410,64127.

**ILLEGAL ACTIVITY/FORFEITURE.** Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (an activity will be deemed illegal if prohibited under local, state, or federal law). (b) To the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Real Property (including, without limitation, any growing, distributing, processing, storing, or dispensing of medical or recreational marijuana, so long as marijuana remains prohibited under federal law). (c) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Real Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Deed of Trust, the Note, the Security Agreement, or other Related Documents. Borrower hereby covenants and agrees not to commit, permit, or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit, or suffer to exist any illegal activities or activities relating to controlled substances at the Real Property (including, without limitation, any growing, distributing, processing, storing, or dispensing of medical or recreational marijuana, so long as marijuana remains prohibited under federal law).

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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 OCTOBER 15, 2021.

GRANTOR:

ALBANY BANK AND TRUST COMPANY, N.A., NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 16, 1998, AND KNOWN AS TRUST NUMBER 11-5483

By: B. Helms  
Authorized Signer for ALBANY BANK AND TRUST COMPANY, N.A., not personally, but as Trustee under Trust Agreement Dated December 16, 1998, and Known as Trust Number 11-5483

By: \_\_\_\_\_  
~~Authorized Signer for ALBANY BANK AND TRUST COMPANY, N.A., not personally, but as Trustee under Trust Agreement Dated December 16, 1998, and Known as Trust Number 11-5483~~

This document is executed by ALBANY BANK & TRUST COMPANY, N.A. not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A., by reason of any of the covenants, statements representations or warranties contained in this instrument.

LENDER:

GREAT SOUTHERN BANK

X [Signature]  
Rick Percifield, Vice President

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 15 day of October, 2021 before me, the undersigned Notary Public, personally appeared Brenda De Luis, Trustee of ALBANY BANK AND TRUST COMPANY, N.A., not personally, but as Trustee under Trust Agreement Dated December 16, 1998, and known as Trust Number 11-5483 and \_\_\_\_\_, of ALBANY BANK AND TRUST COMPANY, N.A., not personally, but as Trustee under Trust Agreement Dated December 16, 1998, and Known as Trust Number 11-5483, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Isaura Guerrero Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 10/15/21



Notary Public, Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 15 day of October, 2021 before me, the undersigned Notary Public, personally appeared **Rick Percifield** and known to me to be the **Vice President**, authorized agent for **Great Southern Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Great Southern Bank**, duly authorized by **Great Southern 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 **Great Southern Bank**.

By *Rachel McIntyre* Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 1-26-2025



County Clerk's Office