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RECORDATION REQUESTED BY:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

Doc#: 2130007039 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/27/2021 06:09 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

SEND TAX NOTICES TO:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
SA - HABELTLER, 11051904-3
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2021, is made and executed between HABELTLER BOWL, INC., whose address is 5250 N NORTHWEST HIGHWAY, CHICAGO, IL 60630 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 28, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON MARCH 1, 2013 IN COOK COUNTY WITH RECORDING NUMBERS 1306039063 & 1306039064.

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

LOTS 26 TO 42, INCLUSIVE, IN OWNERS DIVISION OF LOTS 1 TO 42 BOTH INCLUSIVE OF E. H. WEST'S ADDITION TO JEFFERSON PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON AUGUST 20, 1930 AS DOCUMENT 10730707 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 9, 1957 AS DOCUMENT 1752879.

The Real Property or its address is commonly known as 5250 N NORTHWEST HIGHWAY, CHICAGO, IL 60630. The Real Property tax identification number is 13-08-227-031.

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

EXTEND MATURITY DATE BY THREE YEARS UNTIL OCTOBER 1, 2024. LOWER INTEREST RATE FROM 4.90% FIXED TO 4.50% FIXED. ALL PARTIES ACKNOWLEDGE THAT THE OWNERSHIP OF ROBERT J HABELTLER'S SHAREHOLDER INTEREST HABELTLER BOWL, INC. HAS BEEN TRANSFERRED TO MARY HABELTLER, AS TRUSTEE OF THE ROBERT JOHN HABELTLER AND MARY HABELTLER LIVING TRUST

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DATED NOVEMBER 9, 2015, SUBJECT THE PRIOR MORTGAGE AND ASSIGNMENT OF RENTS TO LENDER DATED DECEMBER 28, 2012. IN CONSIDERATION FOR NOT DECLARING THIS LOAN IN DEFAULT, DAVID HABETLER WILL BE RELEASED AND JAMES HABETLER AND MARY HABETLER WILL BE ADDED AS BORROWERS, AND THE ROBERT JOHN HABETLER AND MARY HABETLER LIVING TRUST WILL BE ADDED AS A GUARANTOR ON THIS LOAN. THEY FURTHER ACKNOWLEDGE THAT THEY HAVE REVIEWED ALL LOAN DOCUMENTS AND AGREE TO THE TERMS AND CONDITIONS CONTAINED THEREIN. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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 OCTOBER 1, 2021.

GRANTOR:

HABETLER BOWL, INC.

By: *James Habetler*

JAMES HABETLER, President/ Secretary of HABETLER BOWL, INC.

By: *William Habetler*

WILLIAM HABETLER, Vice President/ Treasurer of HABETLER BOWL, INC.

LENDER:

FIRST NATIONS BANK

x *James Habetler*
Authorized Signer

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MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT

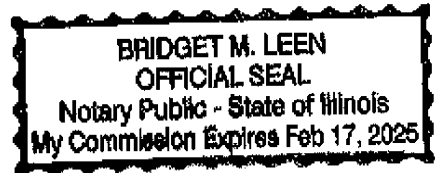
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 1st day of October, 2021 before me, the undersigned Notary Public, personally appeared **JAMES HABETLER, President/ Secretary of HABETLER BOWL, INC. and WILLIAM HABETLER, Vice President/ Treasurer of HABETLER BOWL, INC.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Bridget M. Leen Residing at Niles

Notary Public in and for the State of Illinois

My commission expires Feb 17, 2025



CLERK OF COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 10 day of October, 2021 before me, the undersigned Notary Public, personally appeared Simona Weiser and known to me to be the A.V.P., authorized agent for **FIRST NATIONS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST NATIONS BANK**, duly authorized by **FIRST NATIONS 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 NATIONS BANK**.

By Bridget M. Leen Residing at Niles

Notary Public in and for the State of Illinois

My commission expires Feb 17, 2025

