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Karen A. Yarbrough
Cook County Clerk
Date: 10/29/2021 09:24 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Crystal Lake Bank & Trust
Company, N.A.
70 N. Williams Street
Crystal Lake, IL 60014

WHEN RECORDED MAIL TO:

Crystal Lake Bank & Trust
Company, N.A.
70 N. Williams Street
Crystal Lake, IL 60014

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Administrator
Crystal Lake Bank & Trust Company, N.A.
70 N. Williams Street
Crystal Lake, IL 60014

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2021, is made and executed between DMB Holdings, LLC (referred to below as "Grantor") and Crystal Lake Bank & Trust Company, N.A., whose address is 70 N. Williams Street, Crystal Lake, IL 60014 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 24, 2007 (the "Mortgage") which has been recorded in McHenry County, State of Illinois, as follows:

Recorded January 8, 2008, in McHenry County, IL as Document Number 2008R0001123.

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

Unit E in Ridgeview Commons Condominium, as delineated on a Plat of Survey of the following described tract of land: Lots 37, 38, 39, 40 and 41 in Inland Business Park Phase I, being a Subdivision of part of the South Half of Section 3, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat which is attached as Exhibit "A" to the Declaration of Condominium recorded in McHenry County, Illinois, May 26, 2000, as Document No. 2000R0026993, together with its undivided percentage interest in the common elements, as set forth in said Declaration, as amended from time to time, in McHenry County, Illinois.

The Real Property or its address is commonly known as 764 Ridgeway Drive, McHenry, IL 60050. The Real Property tax identification number is 14-03-379-007.

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

1. The following provisions shall be added to the Mortgage and made a part thereof:

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient

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MODIFICATION OF MORTGAGE (Continued)

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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 and insurance premiums as otherwise required herein. Grantor 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 fraction 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 and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same 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, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the 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 as described below.

WAIVER OF RIGHT OF REDEMPTION: NOT WITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735ILCS 5/15-1601(B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, AND ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSON PERMITTED TO REDEEM THE PROPERTY

ASSOCIATION OF UNIT OWNERS: The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property.

Power of Attorney: Grantor grants and irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit

Insurance: This insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to the Lender

Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to Real Property, or any failure of Grantor as a member of an association of unit owners to take any

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MODIFICATION OF MORTGAGE (Continued)

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reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners. ~~Mortgage~~ any member of the association shall be an Event of Default under this

2. The definition of the Borrower shall be amended and restated as follows:

Borrower: The word "Borrower" means DMB Holdings, LLC, Boone Cook Cabinetry & Design LLC, Denis M. Buch and Michele A. Buch.

3. The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means Promissory Note dated September 22, 2021 in the original principal amount of \$258,805.53 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the note.

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 SEPTEMBER 23, 2021.

GRANTOR:

DMB HOLDINGS, LLC

By: 

Denis M. Buch, Manager of DMB Holdings, LLC

By: 

Michele A. Buch, Manager of DMB Holdings, LLC

LENDER:

CRYSTAL LAKE BANK & TRUST COMPANY, N.A.

x 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF McHenry

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On this 23rd day of September, 2021 before me, the undersigned Notary Public, personally appeared **Denis M. Buch, Manager of DMB Holdings, LLC** and **Michele A. Buch, Manager of DMB Holdings, 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 Crystal Jay Soenkse Residing at McHenry, IL

Notary Public in and for the State of IL

My commission expires 9-13-22

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF McHenry



On this 23rd day of September, 2021 before me, the undersigned Notary Public, personally appeared Officer Kyle Williams and known to me to be the officer, authorized agent for Crystal Lake Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Crystal Lake Bank & Trust Company, N.A., duly authorized by Crystal Lake Bank & Trust Company, N.A. 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 Crystal Lake Bank & Trust Company, N.A.

By Crystal Jay Soen Residing at McHenry, IL

Notary Public in and for the State of IL

My commission expires 9-13-22

PROPERTY OF COOK COUNTY CLERK'S OFFICE