### **UNOFFICIAL COPY**

Doc#. 2135606083 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 12/22/2021 07:14 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
BUSEY BANK, AN ILLINOIS
BANKING CORPORATION
DOWNTOWN NAPERVILLE
401 S. MAIN ST.
NAPERVILLE, IL 60540

WHEN RECORDED MAIL TO:

Busey Bank Post Close 12300 Olive Bivd. Creve Coeux, NO 63141

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
JANICE WING, VICE PRESIDENT
BUSEY BANK, AN ILLINOIS BANKING CORPORATION
100 W UNIVERSITY AVE
CHAMPAIGN, IL 61820

### MODIFICATION OF MORTGAGE



\* 102836228364%#########%0740%T0293021**\*** 

THIS MODIFICATION OF MORTGAGE dated October 29, 2021, is made and executed between JLS Archer, LLC an Illinois limited liability company, whose address is 2373 S. Archer Ave., Chicago, IL 60616 (referred to below as "Grantor") and BUSEY BANK, AN ILLINOIS BANKING CORPORATION, who e address is 401 S. MAIN ST., NAPERVILLE, IL 60540 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 14, 2017 as Document No. 1734812019 In the office of Cook County, State of Illinois

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

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBES AS FOLLOWS:

THAT PART OF LOT 2 LYING SOUTH OF ARCHER AVENUE WIDENED, ALL OF LOT 3 TO 11, INCLUSIVE, IN BLOCK 9, IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2373-2375 S. Archer Avenue, Chicago, IL 60616.

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# MODIFICATION OF MORTGAGE (Continued)

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The Real Property tax identification number is 17-28-114-001-0000 and 17-28-114-002-0000.

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

This Modification of Mortgage reflects the following: (1) to include the following language

#### CROSS-COLLATERALIZATION.

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unralated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rants from the Property. In addition, Grantor grants to lender a Uniform Commercial Code security interest in the Personal Property and Rents.

#### **FUTURE ADVANCES.**

In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically,

without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Gran, or, together with all interest thereon.

CONTINUING VALIDITY. Except as expressly modified acuse, 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 rote or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as makers 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, but also to all such subsequent actions.

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Why Clark's Office

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# MODIFICATION OF MORTGAGE (Continued)

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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 29, 2021.

**GRANTOR:** 

JLS ARCHER, LLC

JAMES L. STOLFE TRUST DATED AUGUST 6, 1981, Member of JLS Archer, LLC

James L. Stolfe, Trustee of James L. Stolfe Trust dated August

6/1981

LENDER:

BUSEY BANK, AN ILLINOIS BANKING CORPORATION

**Authorized Signer** 

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**MODIFICATION OF MORTGAGE** 

(Continued) Page 4 Loan No: 102836228364 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT 185 COUNTY OF. On this 17th before me, the undersigned Notary day of Public, personally appeared James L. Stolfe, Trustee of James L. Stolfe Trust dated August 6, 1981, Member of JLS Archer, LLC, and lowwn to me to be a member or designated agent of the limited liability company that executed the Modification of Wortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability ermoany, 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. Residing at 1 Notary Public in and for the State of ALICE J. WITMER My commission expires 8 OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires Feb 18, 2025

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MODIFICATION OF MORTGAGE (Continued)

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Approximate description of the second	LENDER ACKNOWLEDGMENT	ex
BANK, AN ILLINOIS BANKING COR CORPORATION through its board of on oath stated that he or she is 20	AN ILLINOIS BANKING CORPORATION that ed said Instrument to be the free and voluntary PORATION, duly authorized by BUSEY BANKING CORPORATION, duly authorized by BUSEY BANKING CORPORATION.  Residing at ALICI OFF Notary Pub	ry act and deed of BUSEY  (, AN ILLINOIS BANKING  ies therein mentioned, and in fact executed this said  EJ. WITMER  ICIAL SEAL  lic - State of Illinois
	and the same of th	Rights Reserved - IL