

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 12/22/2021 07:35 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

American Bank & Trust  
Company, N.A.  
4301 East 53rd Street  
Davenport, IA 52807

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Kristen M. Murley/ 563-344-5556  
American Bank and Trust Company, N.A.  
4301 E. 53rd St.  
Davenport, IA 52807

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 4, 2021, is made and executed between 3303 North Southport Acquisition LLC, whose address is 3311 N. Southport Ave., Chicago, IL 60657 (referred to below as "Grantor") and American Bank and Trust Company, N.A., whose address is 2401 Kaneville Road Suite 12, Geneva, IL 60134 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 21, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded on 8/28/15 as Document #1524045052.**

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

LOT 10 IN BLOCK 2 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIGHT OF WAY OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3303 N. Southport Ave., Chicago, IL 60657. The Real Property tax identification number is 14-20-322-009-0000.

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

**The Maximum lien amount shall now be \$1,200,000.00.**

**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

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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 NOVEMBER 4, 2021.**

GRANTOR:

3303 NORTH SOUTHPORT ACQUISITION LLC

By: 

Brian D. Dohmen, Sole Member of 3303 North Southport  
Acquisition LLC

LENDER:

AMERICAN BANK AND TRUST COMPANY, N.A.

x 

Garrett E. Buhle, Kane County Market President / C.L.O.

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CT )  
 ) SS  
 COUNTY OF Fairfield )

On this 17<sup>th</sup> day of Nov, 21 before me, the undersigned Notary Public, personally appeared **Brian D. Dohmen, Sole Member of 3303 North Southport Acquisition 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 Fairfield, CT

Notary Public in and for the State of Connecticut

My commission expires September 30, 2026

NOTARY OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF KANE )

On this EIGHTEEN day of NOVEMBER, 2021 before me, the undersigned Notary Public, personally appeared **Garrett E. Buhle** and known to me to be the **Kane County Market President / C.L.O.**, authorized agent for **American Bank and 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 **American Bank and Trust Company, N.A.**, duly authorized by **American Bank and 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 **American Bank and Trust Company, N.A.**

By Gary A. Kunold Residing at ELGIN, ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 07/21/2023



Notary Public of Cook County Clerk's Office