#### **UNOFFICIAL COPY**

Doc#. 2200618394 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 01/06/2022 01:11 PM Pg: 1 of 5

RECORDATION REQUESTED BY: Old Plank Trail Community Bank, N.A. 20012 S. Wolf Road

Mokena, IL 60448

WHEN RECORDED MAIL TO:
Old Plank Trail Community
Bank, N.A. - New Lenox
9801 W Higgins, Suite 400
Rosemont, 12 70018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepare by:

Loan Operations, Loan Document tion Administrator
Old Plank Trail Community Bank, N.A

20012 S. Wolf Road

Mokena, IL 60448

Old Republic National Title Insurance Company 9601 Southwest Highway Oak Lawn, IL 60453

1674869

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 22, 2021, is made and executed between Green Light LLC, an Illinois Limited Liability Company, whose address is 8110 W 84th Street, Justice, IL 60458 (referred to below as "Grantor") and Old Plank Trail Community Bank, N.A., whose address is 20012 S. Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 29, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 17, 2016, as Document #1629122105 in the Office of the Cok County of Recorder of Deeds, and an Assignment of Rents dated September 29, 2016, and recorded on October 17, 2016, as Document #1629122106 in the Office of the Cook County of Recorder of Deeds.

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

LOT 3 IN RON PAUL'S RESUBDIVISION OF LOTS 1, 3, 4 AND 5 IN BLOCK 3 IN FREDERICK H. BARTLETT'S GOLFVIEW, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RAGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8110 W. 84th Street, Justice, IL. The Real Property tax identification number is 18-35-403-008-0000.

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

(1) The definition of the word Borrower is hereby restated below to mean the following:

Borrower. The word "Borrower" means Hamzeh Ayyeh and Green Light LLC, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

(2) The definition of the word Grantor is hereby restated below to mean the following:

2200618394 Page: 2 of 5

## **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Page 2

Grantor. The word "Grantor" means Green Light LLC, its successors and/or assigns.

(3) The definition of the word Note is hereby restated below to mean the following:

Note. The word "Note" means a Promissory Note dated October 22, 2021, as amended from time to time, in the original principal amount of \$382,304.19 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

(4) The paragraph titled MAXIMUM LIEN is hereby restated below to mean the following:

MAXIMUM LIEN. At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$764,608.38.

(5) The following two paragraphs, titled TAX AND INSURANCE RESERVES and Waiver of Right of Redemption, are here yadded to the Mortgage.

TAX AND INSURANCE PESERVES. 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 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 colicies 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 as sessments and other charges which may accrue against the Real Property as required by Lender. If the amour (s) estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assess nexts 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 accourage its 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 cuthorized 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. Notwithstanding any of the provisions to the contrary contained in this Mortgage, Grantor hereby waivers, to the extent permitted under 735 ilcs 5/15-1601 (b) or any similar law existing after the date of this Mortgage, any and all rights of redemptions on the Grantor's behalf and on behalf of any other persons permitted to redeem the property.

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

2200618394 Page: 3 of 5

## **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Page 3

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 22, 2021.

**GRANTOR:** 

**GREEN LIGHT LLC** 

Hamzen Ayyeh, Managing Member of Green Light LLC

LENDER:

OLD PLANK TRAIL COMMUNITY BANK, N.A.

**Authorized Signer** 

Ount Clert's Office

2200618394 Page: 4 of 5

# **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT		
STATE OF   LLING: 5	)	
	) SS	
COUNTY OF WILL	_ )	
Public, personally appeared Hamzeh Ayyeh, Managemember or designated agert of the limited liability acknowledged the Modification to be the free and authority of statute, its articles of organization or	ging Member of Green Light LLC, and known to me to be a y company that executed the Modification of Mortgage and I voluntary act and deed of the limited liability company, by its operating agreement, for the uses and purposes therein authorized to execute this Modification and in fact executed mpany.  Residing at 200.2 Wrif Read Makeha	
by Toolog	11	
Notary Public in and for the State of 126 My commission expires 11・26・20ン	OFFICIAL SEAL RACHEL M HARMATYS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 11/28/2021	
	Cort's Original	

2200618394 Page: 5 of 5

# **UNOFFICIAL COPY**

#### **MODIFICATION OF MORTGAGE**

	(Continued)	Page 5	
LENDER ACKNOWLEDGMENT			
STATE OF ILLINOIS	•		
COUNTY OF WILL	)		
instrument and acknowledged said instrument Community Bank, N.A., duly authorized by Old or otherwise, for the uses and purposes thereir	and known to me to be the Community Bank, N.A. that executed the within and to be the free and voluntary act and deed of Old Plank Trail Community Bank, N.A. through its board on mentioned, and on oath stated that he or she is auted this said instrument on behalf of Old Plank Trail Community Bank and the control of Old Plank Trail Community Bank, N.A. through its board on mentioned, and on oath stated that he or she is auted this said instrument on behalf of Old Plank Trail Community Bank, N.A. through its board on mentioned, and on oath stated that he or she is auted this said instrument on behalf of Old Plank Trail Community Bank, N.A. through its board on mentioned, and on oath stated that he or she is auted this said instrument on behalf of Old Plank Trail Community Bank, N.A. through its board of the community Bank, N.A. through its	I foregoing Plank Trail of directors thorized to Community	
LaserPro, Ver. 21.2.10.008 Copr. Finastra U D:\LaserPro\CCO\CF	USA Corporation 1997, 2027 All Rights Reserv		