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Karen A. Yarbrough
Cook County Clerk
Date: 01/26/2022 01:59 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
LAKESIDE BANK
Loan Operations
1055 W ROOSEVELT RD
CHICAGO, IL 60608

SEND TAX NOTICES TO:
LAKESIDE BANK
UIC/NEAR WEST
1055 W ROOSEVELT RD
CHICAGO, IL 60608

FOR RECORDER'S USE ONLY

ATL 6715411

This Modification of Mortgage prepared by:
Kim M. Pietrzak
Lakeside Bank
1055 W Roosevelt
Chicago, IL 60608

MODIFICATION OF MORTGAGE



*****074009172021*****

THIS MODIFICATION OF MORTGAGE dated September 17, 2021, is made and executed between RM 1534 S WESTERN, LLC, an Illinois limited liability company, whose address is 2608 Independence Avenue, Glenview, IL 60026 (referred to below as "Grantor") and Lakeside Bank, whose address is 1055 W Roosevelt, Chicago, IL 60608 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 26, 2019 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on August 28, 2019 as Document Number 1924055639.

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

PARCEL 1: LOTS 1 TO 5 BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN THE RESUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 2 OF T.M. JORDAN'S RESUBDIVISION OF LOTS 13, 14, 15, 17 AND 18 IN OGDEN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP, 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 6 TO 21 BOTH INCLUSIVE, AND THE EASTERLY 8 1/2 INCHES OF LOT 22 IN BLOCK 2

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MODIFICATION OF MORTGAGE (Continued)

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IN T.M. JORDAN'S RESUBDIVISION OF LOTS 13, 14, 15, 17 AND 18 IN OGDEN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24 TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOT 6 IN SAID BLOCK 2 ON THE WEST AND LOTS 1, 2, 3, 4, AND 5 IN THE RESUBDIVISION OF LOTS 1 TO 5 BOTH INCLUSIVE, IN SAID BLOCK 2 ON THE EAST IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1534-1544 South Western Avenue, Chicago, IL 60608. The Real Property tax identification number is 16-24-227-002-0000 & 16-24-227-015-0000.

MODIFICATION Lender and Grantor hereby modify the Mortgage as follows:

The principal loan amount is amended to **\$440,000.00**. Delete and restate Maximum Lien definition as follows: **Maximum Lien**. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed **\$880,000.00**. Delete and restate Note definition as follows: **Note**. The word "Note" means the Promissory Note dated August 26, 2019, in the original principal amount of **\$238,548.29** from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions thereof. **NOTICE**: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. All other terms and conditions of the loan documents shall remain in full force and effect.

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 endorser 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 17, 2021.

GRANTOR:

RM 1534 S WESTERN, LLC

By: 

Darren J. Pulliam, Member/Manager of RM 1534 S WESTERN, LLC

By: 

Peter C. Cacciatore, Member/Manager of RM 1534 S WESTERN, LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

LAKESIDE BANK

x *Brett Lopenan*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL
COUNTY OF COOK

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On this 16 day of September, 2021 before me, the undersigned Notary Public, personally appeared **Darren J. Pulliam, Member/Manager of RM 1534 S WESTERN, 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 *Brett Lopenan* Residing at CHICAGO, IL

Notary Public in and for the State of IL

My commission expires 9-9-24

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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) SS
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On this 16 day of September, 2021 before me, the undersigned Notary Public, personally appeared **Peter C. Cacciatore, Member/Manager of RM 1534 S WESTERN, 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 Brett Lopeman Residing at CHICAGO, IL

Notary Public in and for the State of IL

My commission expires 9-9-24

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 16th day of September, 2021 before me, the undersigned Notary Public, personally appeared Brett Copeman and known to me to be the AVP Commercial Lending authorized agent for Lakeside Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Lakeside Bank, duly authorized by Lakeside 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 Lakeside Bank.

By [Signature] Residing at LAKESIDE BANK

Notary Public in and for the State of Illinois

My commission expires 7/11/2023



Cook County Clerk's Office