# **UNOFFICIAL COPY**

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Doc# 2209825003 Fee ≇93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 04/08/2022 09:48 AM PG: 1 OF 5

(Space Above For Recorder's Use)

## MODIFICATION TO MORTGAGE DOCUMENT

### **MODIFYING DOCUMENT NO. 1119234052**

FIRST SECURE BANK AND TRUST CO. F/K/A FAMILY BANK AND TRUST CO., SUCCESSOR TO FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS, UNDER TRUST AGREEMENT DATED JULY 14, 1998 AND KNOWN AS TRUST NUMBER 3-378, 25 Borrower

and

# STATE BANK OF TEXAS, SUCCESSOR IN INTEREST TO THE NATIONAL REPUBLIC BANK OF CHICAGO, as Lender

COLLATERAL IS OR INCLUDES FIXTURES

Dated:

As of November 24, 2021

Property Address:

5300 South Pulaski Road

Chicago, Illinois 60632

Tax Parcel:

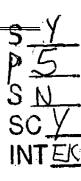
19-10-408-048-0000

County:

Cook

Loan No.:

5675000



## **UNOFFICIAL COPY**

THIS MODIFICATION TO MORTGAGE DOCUMENT (this "Modification") is made as of March 4, 2022, and is to be effective as of November 24, 2021 by FIRST SECURE BANK AND TRUST CO. F/K/A FAMILY BANK AND TRUST CO., SUCCESSOR TO FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS, UNDER TRUST AGREEMENT DATED JULY 14, 1998 AND KNOWN AS TRUST NUMBER 3-378, having an address at 10360 South Roberts Road, Palos Hills, Illinois 60465 ("Borrower"), and STATE BANK OF TEXAS, SUCCESSOR IN INTEREST TO THE NATIONAL REPUBLIC BANK OF CHICAGO, a Texas state-chartered bank, having a mailing address at 11950 Webb Chapel Road, Dallas Texas 75234 ("Lender"), and amends and modifies the Security Instrument (defined below), encumbering the property as described on Exhibit "A" as follows:

### WITNESSETH:

1. <u>SECURITY INSTRUMENT</u>. The Security Instrument shall mean that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in the original principal amount of \$2,710,000.00, dated June 24, 2011, and recorded July 11, 2011, as Document Number 1119234052 and modified by document recorded December 6, 2016 as Document Number 1634134053.

- 2. MATURITY DATE. The Maturity Date is November 24, 2026.
- 3. <u>NO FURTHER MODIFICATIONS</u>. Except as specifically provided in this Modification, the Security Instrument is not modified or amended. Any property or rights to or interest in property granted as security in the Security Instrument shall remain as security for the Loan and the obligation of the Borrower.
- 4. <u>REAFFIRMATION</u>. Borrower restates and reaffirms the terms and conditions of the Security Instrument, and acknowledges that it is a valid, existing first lien on the Property securing the Note, as amended and restated from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATUPL TAGE TO FOLLOW]

Orrica

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## **UNOFFICIAL COPY**

Borrower and Lender as of the day and year first above written.

This Instrument is executed by First Secure Bank and Trust Company f/k/a Family Bank and Trust Co., successor to First State Bank and Trust Company of Palos Hills, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the parties herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any liability on Family Bank and Trust or on any of the beneficiaries under said trust agreement personally to pay said or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either expressly waived, and that any recovery on this instrument and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

FIRST SECURE BANK AND TRUST COMPANY F/K/A FAMILY BANK AND TRUST CO., SUCCESSOR IN INTEREST TO FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 14, 1998, AND KNOWN AS TRUST NUMBER 30378 3-378

By: O'MO - MIMME
Name: LUIS P. DE MYRO
Its: 1557: TRUST OFFICER

STATE OF ILLINOIS ) SS. COUNTY OF *CVOK* )

I, the undersigned, a notary public, in and for the county and state aforested, DO HEREBY CERTIFY, that LOVIS P. DE MYDD, personally known to me to be the A. 7.0. of FIRST SECURE BANK AND TRUST COMPANY F/K/A FAMILY BANK AND TRUST CO., SUCCESSOR TO FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 24, 2004, AND KNOWN AS TRUST NUMBER 30378, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

Given under my hand and official seal this day of MARCH, 2022.

Notary Public

RICK J DELGROSSO

Official Seal Notary Public - State of Illinois Commission Expires Jan 23, 2026

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## **UNOFFICIAL COPY**

LENDER:

STATE BANK OF TEXAS, SUCCESSOR IN INTEREST TO THE NATIONAL REPUBLIC BANK OF CHICAGO, a Texas state-chartered bank

Name: Gloria Sguros

Its: Vice President

STATE OF ILLINOIS

3

SS.

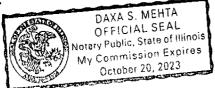
**COUNTY OF COOK** 

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that GLORIA EGUROS, personally known to me to be the Vice President of STATE BANK OF TEXAS, SUCCESSOR IN INTEREST TO THE NATIONAL REPUBLIC BANK OF CHICAGO, reseas state-chartered bank, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25'

day of march

2022.



Notary Public

This instrument was prepared by:

Julie L. Kaminski Wolin Law Group LLC 325 West Huron Street, Suite 602 Chicago, Illinois 60654 WLG File No.: 59-00555

Upon recording, return to:

State Bank of Texas 11950 Webb Chapel Road Dallas, Texas 75234 Attention: Loan Department

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### **EXHIBIT A**

### Description of Land

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF PULASKI ROAD (SAID WEST LINE BEING 50 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 284 FEET NORTH OF THE NORTH LINE OF TERMINAL RAILROAD COMPANY: THENCE WEST 555.73 FEET PARALLEL WITH THE NORTH LINE OF SAID TERMINAL RAILROAD COMPANY; THENCE NORTH PARALLEL WITH THE WEST LINE OF PULASKI ROAD, 317 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID TERMINAL RAILROAD COMPANY, 555.73 FEET TO THE WEST LINE OF PULASKI ROAD; THENCE SOUTH TO THE PLACE OF BEGINNING (EXCEPT THE WEST 365 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

Common Address: \$\sigma\_{3200}\$ South Pulaski Road, Chicago, Illinois 60632

PIN: 19-10-408-048-0000

1.00