

# UNOFFICIAL COPY

Doc#: 2213707154 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/17/2022 07:29 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**  
Village Bank & Trust, N.A.  
234 West Northwest Highway  
Arlington Heights, IL 60004

**WHEN RECORDED MAIL TO:**  
Village Bank & Trust, N.A.  
9801 W Higgins Suite 400  
Rosemont, IL 60108

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Loan Operations, Loan Documentation Administrator  
Village Bank & Trust, N.A.  
234 West Northwest Highway  
Arlington Heights, IL 60004

ATA / GMT Title Agency  
175 E. Hawthorn Parkway, Suite 135  
Vernon Hills, IL 60061  
File # 22835787-IL

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 5, 2022, is made and executed between SC Division LLC, an Illinois limited liability company, whose address is 472 West Superior Street, Chicago, IL 60654 (referred to below as "Grantor") and Village Bank & Trust, N.A., whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 5, 2021 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 23, 2021 in the office of the Cook County Recorder, as Document No. 2105413030 and Assignment of Rents dated February 5, 2021 and recorded on February 23, 2021 in the office of the Cook County Recorder, as Document 2105413031.

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

LOT 39 IN BLOCK 8 IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, 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 2622 West Division Street, Chicago, IL 60622. The Real Property tax identification number is 16-01-231-038-0000.

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

**This Modification of Mortgage reflected the following:**

- The definition of "Note" is hereby deleted in its entirety and replaced by: **Note.** The word "Note" means a Promissory Note dated May 5, 2022, as amended from time to time, in the original principal amount of \$970,000.00 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.
- The definition of "Maximum Lien" is hereby deleted in its entirety and replaced by: **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 \$1,940,000.00.

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## MODIFICATION OF MORTGAGE (Continued)

**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 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 MAY 5, 2022.**

**GRANTOR:**

**SC DIVISION LLC**

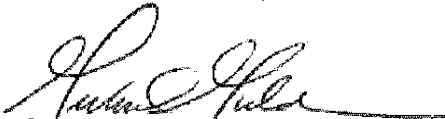
By:   
Steven F. Zaleski, Manager of SC Division LLC

By:   
Paul Callero, Manager of SC Division LLC

By:   
Frank J. Callero, Manager of SC Division LLC

**LENDER:**

**VILLAGE BANK & TRUST, N.A.**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 11<sup>th</sup> day of May, 2022 before me, the undersigned Notary Public, personally appeared **Steven F. Zaleski, Manager of SC Division LLC; Paul Callero, Manager of SC Division LLC; and Frank J. Callero, Manager of SC Division LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Kara K Callero* Residing at Cook County, IL

Notary Public in and for the State of Illinois

My commission expires 6/27/23



*Cook County Clerk's Office*

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 11 day of May, 2022 before me, the undersigned Notary Public, personally appeared Michael Woldor and known to me to be the VP, authorized agent for **Village Bank & Trust, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust, N.A.**, duly authorized by **Village Bank & Trust, 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 **Village Bank & Trust, N.A.**

By Fetije Baleghi Residing at Arlington Heights

Notary Public in and for the State of IL

My commission expires 2/20/2025

