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RECORDATION REQUESTED BY:

St. Charles Bank & Trust
Company, N.A.
411 West Main Street
St. Charles, IL 60174

Doc#. 2216004098 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/09/2022 01:17 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

St. Charles Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
St. Charles Bank & Trust Company
411 West Main Street
St. Charles, IL 60174

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2021, is made and executed between California Park, LLC, an Illinois limited liability company, whose address is 837 S. Western Ave, Unit 303, Chicago, IL 60612 (referred to below as "Grantor") and St. Charles Bank & Trust Company, N.A. , whose address is 411 West Main Street, St. Charles, IL 60174 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 5, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded with Cook County Recorder of Deeds on September 12, 2014 as Document No. 1425534025 and an Assignment of Leases and Rents as Document No. 1425534026.

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

LOTS 22, 23 AND 24 IN BLOCK 1 IN MCMAHAN'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF 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 1655-1659 S. California Ave., Chicago, IL 60608. The Real Property tax identification number is 16-24-400-020-0000 and 16-24-400-021-0000.

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

1) The definition of the word **Lender** is hereby modified in its entirety to read as follows:

Lender. The word "Lender" means St. Charles Bank & Trust Company, N.A., as successor to STC Capital Bank, effective October 7, 2019, pursuant to the Merger Agreement between St. Charles Bank & Trust Company and STC Capital Bank, dated June 5, 2019, its successors and assigns.

2) The definition of **Note** is hereby restated in its entirety to mean the following:

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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Note. The word "Note" means a Promissory Note dated July 29, 2021, as amended from time to time, in the original principal amount of \$828,723.39 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.

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 JULY 29, 2021.

GRANTOR:

CALIFORNIA PARK, LLC

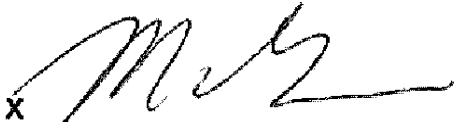
By: _____
Raid H. Fakhouri, Member of California Park, LLC

By: 
Zlatko Trifunovski, Member of California Park, LLC

By: 
Zoran Vranjes, Member of California Park, LLC

LENDER:

ST. CHARLES BANK & TRUST COMPANY, N.A.

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Note. The word "Note" means a Promissory Note dated July 29, 2021, as amended from time to time, in the original principal amount of \$828,723.39 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.

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GRANTOR:

CALIFORNIA PARK, LLC

By: 
Raid H. Fakhouri, Member of California Park, LLC

By: _____
Zlatko Trifunovski, Member of California Park, LLC

By: _____
Zoran Vranjes, Member of California Park, LLC

LENDER:

ST. CHARLES BANK & TRUST COMPANY, N.A.

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

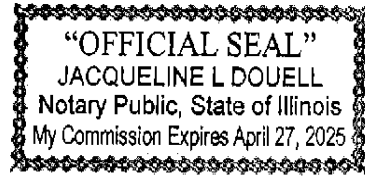
STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this 29th day of July, 2021 before me, the undersigned Notary Public, personally appeared **Raid H. Fakhouri, Member of California Park, LLC; Zlatko Trifunovski, Member of California Park, LLC; and Zoran Vranjes, Member of California Park, 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 Jacqueline L Douell Residing at St Charles Illinois

Notary Public in and for the State of Illinois

My commission expires 4/27/25



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this 29 day of July, 2021 before me, the undersigned Notary Public, personally appeared Michael Gilbert and known to me to be the Vice President, authorized agent for **St. Charles Bank & 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 **St. Charles Bank & Trust Company, N.A.**, duly authorized by **St. Charles Bank & 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 **St. Charles Bank & Trust Company, N.A.**

By Jacqueline Douell Residing at St Charles Illinois
 Notary Public in and for the State of Illinois
 My commission expires 4/27/25

