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Doc#: 2226501155 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/22/2022 02:50 PM Pg: 1 of 5

RECORDATION REQUESTED BY:
American Bank and Trust
Company, N.A.
Geneva
2401 Kaneville Road Suite 12
Geneva, IL 60134

WHEN RECORDED MAIL TO:
American Bank & Trust
Company, N.A.
4301 East 53rd Street
Davenport, IA 52807

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Susan A. Borders (563) 441-6376, Loan Operations Processor
American Bank and Trust Company, N.A.
4301 E 53rd Street
Davenport, IA 52807

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 13, 2022 is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Trust Agreement dated November 11, 2013 and known as Trust Number 8002363357 (referred to below as "Grantor") and American Bank and Trust Company, N.A., whose address is 2401 Kaneville Road Suite 12, Geneva, IL 60134 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 28, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 11/29/18 as Document #1833355080.

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

THAT PART LYING NORTH OF THE CENTER OF CREEK OF LOT 1 IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF LOT 1, BEING MORE PARTICULARLY DESCRIBED BY BEGINNING AT A POINT IN THE WEST LINE THEREOF WHICH IS 158.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 1423.54 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, AND THE CENTER OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES, 46 MINUTES, 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER OF HIGGINS ROAD, 1064.68 FEET TO THE CENTER LINE OF CREEK; THENCE ALONG THE CENTER LINE OF CREEK SOUTH 48 DEGREES 08 MINUTES WEST, 249.71 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES WEST, 188 FEET; THENCE SOUTH 49 DEGREES 21 MINUTES WEST, 394.44 FEET; THENCE SOUTH 15 DEGREES, 10 MINUTES, 50 SECONDS WEST, 131.40 FEET ALONG THE CENTER LINE OF SAID CREEK TO THE PLACE OF BEGINNING,

(EXCEPTING FROM SAID PART OF LOT 1 THE SOUTHWESTERLY 17 FEET OF THE NORTHEASTERLY 50

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FEET THEREOF FOR HIGGINS ROAD);

(EXCEPTING FROM SAID PART OF LOT 1 THE SOUTHWESTERLY 10 FEET OF THE NORTHEASTERLY 60 FEET THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1 AND THE

CENTER LINE OF CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE OF CREEK, A DISTANCE 50 FEET FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 35 FEET TO A POINT; THENCE SOUTHWEST AND AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE SOUTHEAST AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 35 FEET TO THE CENTER LINE OF CREEK; THENCE NORTHEAST 10 FEET (AS MEASURED ALONG SAID CENTER LINE) TO THE PLACE OF BEGINNING);

(EXCEPTING THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 370.89 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST 10 FEET; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 36.29 FEET TO THE CENTER LINE OF CREEK; THENCE SOUTH 48 DEGREES 39 MINUTES 20 SECONDS WEST ALONG THE CENTER LINE OF CREEK 189.70 FEET; THENCE SOUTH 69 DEGREES 41 MINUTES 20 SECONDS WEST 15.76 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 11 SECONDS WEST 404.42 FEET TO A LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF HIGGINS ROAD THROUGH THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 214.48 FEET TO THE POINT OF BEGINNING);

(EXCEPTING THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST AT RIGHT ANGLES THERETO 214.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 404.42 FEET TO THE CENTER OF CREEK; THENCE SOUTH 69 DEGREES 41 MINUTES 20 SECONDS WEST 172.24 FEET; THENCE SOUTH 49 DEGREES 52 MINUTES 20 SECONDS WEST 394.44 FEET; THENCE SOUTH 16 DEGREES 24 MINUTES 41 SECONDS WEST ALONG THE CENTER LINE OF SAID CREEK 129.96 FEET TO A POINT IN THE WEST LINE OF SAID LOT 1 WHICH IS 158.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST ALONG SAID WEST LINE 523.77 FEET TO A POINT WHICH IS 897.95 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES THERETO 215.40 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST 205.47 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET FOR A DISTANCE OF 12.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 13.86 FEET TO THE POINT OF BEGINNING) (EXCEPTING THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST AT RIGHT ANGLES THERETO 214.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST 112.73 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID LOT THROUGH A POINT THEREIN 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 25 MINUTES 49 SECONDS WEST ALONG SAID PERPENDICULAR LINE

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157.38 FEET TO SAID POINT IN THE WEST LINE OF SAID LOT BEING 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE 311.19 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES THERETO 215.40 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST 205.47 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET FOR A DISTANCE OF 12.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 13.86 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2151 East Higgins Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-26-103-015-0000.

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

The maximum lien amount is increased to **\$817,913.00**.

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 JUNE 13, 2022.

GRANTOR:

TRUST AGREEMENT DATED NOVEMBER 11, 2013 AND KNOWN AS TRUST NUMBER 8002363357

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 11-11-2013 and known as Trust Agreement dated November 11, 2013 and known as Trust Number 8002363357.

By: Maureen Paige 9/21/2022
Authorized Signer

MAUREEN PAIGE
ASSISTANT VICE PRESIDENT



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

AMERICAN BANK AND TRUST COMPANY, N.A.

X *[Signature]*
Kenneth C. McIwaid, Vice President

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

) SS

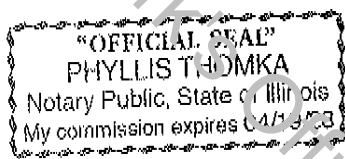
) ASSISTANT VICE PRESIDENT

On this 21st day of SEPTEMBER before me, the undersigned Notary Public, personally appeared Authorized Signer, MAUREEN PAIGE of Chicago Title Land Trust Company, Trustee of Trust Agreement dated November 11, 2013 and known as Trust Number 8002363357, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By *[Signature]* Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4/19/2023



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF KANE)

On this 25TH day of AUGUST, 2022 before me, the undersigned Notary Public, personally appeared **Kenneth C. Eichwald** and known to me to be the **Vice President**, authorized agent for **American Bank and 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 **American Bank and Trust Company, N.A.**, duly authorized by **American Bank and 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 **American Bank and Trust Company, N.A.**

By Gary A. Kunold Residing at ELGIN, ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 07/21/2023



NOTARY PUBLIC OF COOK COUNTY Clerk's Office