

RECORDATION REQUESTED BY:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

WHEN RECORDED MAIL TO:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

Affinity Title Services LLC
5381 Dempster St. Suite 206
Skokie, IL 60077

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations Department
Albany Bank and Trust Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2022, is made and executed between CHICAGO PULASKI, LLC, an Illinois limited liability company, whose address is 5846 Washington Street, Morton Grove, IL 60053 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Recorder of Deeds (Recorder's Office) in Cook County, Illinois on August 1, 2017, as Document No. 1721315053 together with that certain Assignment of Rents dated July 21, 2017 recorded with the Recorder's Office on August 1, 2017 as Document No. 1721308349.

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

LOTS 19, 20, 21, 22 AND 23 IN BLOCK 1 IN ELLSWORTH T. MARTIN'S SUBDIVISION OF BLOCKS 1 AND 2 OF RE-SUBDIVISION OF BLOCKS 5 AND 6 IN THE FOSTER SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, 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 4002 W. Chicago Avenue, Chicago, IL 60651. The Real Property tax identification number is 16-03-431-035-0000.

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

As of the date hereof, (i) the Maturity date shall be extended from August 5, 2022 to August 5, 2032, (ii) As of the date hereof, the interest rate is hereby modified from 5.500% fixed to an interest rate of 6.000% fixed and to an interest rate based on the U.S. Treasury Securities, Adjusted to a Constant Maturity of Five (5) Years plus a margin of 3.000% with a minimum interest rate of 6.000% and the repayment schedule is hereby modified in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments of \$3,663.10 each, beginning September 5, 2022, with interest calculated on the unpaid

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MODIFICATION OF MORTGAGE (Continued)

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principal balances using an interest rate of 6.000%; ("Payment Stream 1"); 59 monthly consecutive principal and interest payments in the initial amount of \$3,663.10 each, beginning September 5, 2027, with interest calculated on the unpaid principal balances using an interest rate based on the index described below (currently 2.800%), rounded down to the nearest 0.125, plus a margin of 3.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an interest rate of 6.000% ("Payment Stream 2"); and one principal and interest payment of \$332,322.24 on August 5, 2032, with interest calculated on the unpaid principal balances using an interest rate based on the index described below (currently 2.800%), rounded down to the nearest 0.125, plus a margin of 3.000 percentage points, resulting in an interest rate of 6.000% (Payment Stream 3"). This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that there are no changes in any index for this loan: the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan as set forth on the Change in Terms Agreement of even date, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. If the index increases, the monthly payments tied to the index will be adjusted and shall be fixed accordingly to reflect the changes in the index and therefore the total amount secured hereunder, will increase. NOTICE: Under no circumstances shall the interest rate on this Note be less than 6.000% per annum or more than the maximum rate allowed by applicable law. As of the date hereof, the outstanding principal balance of the Note is \$507,695.39.

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 AUGUST 5, 2022.

GRANTOR:

CHICAGO PULASKI, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 

Mussa Omar Samhan, Manager of CHICAGO PULASKI, LLC, an Illinois limited liability company

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X 
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)

) SS

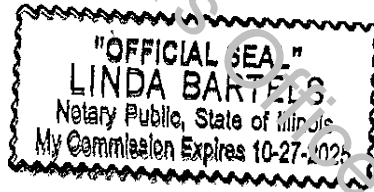
COUNTY OF COOK)

On this 25th day of AUGUST, 2022 before me, the undersigned Notary Public, personally appeared **Mussa Omar Samhan, Manager of CHICAGO PULASKI, LLC**, an Illinois limited liability company, 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  Residing at _____

Notary Public in and for the State of IL

My commission expires 10-27-2025



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 25th day of AUGUST, 2022 before me, the undersigned Notary Public, personally appeared RYAN WANLAND and known to me to be the LOAN OFFICER, authorized agent for Albany 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 Albany Bank and Trust Company, N.A., duly authorized by Albany 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 Albany Bank and Trust Company, N.A..

By *[Signature]* Residing at _____

Notary Public in and for the State of IL

My commission expires 10-27-2025

