

# UNOFFICIAL COPY

Doc#. 2229915037 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/26/2022 11:59 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

Byline Bank, an Illinois State  
Chartered Bank, as Successor  
In Interest to Community Bank  
of Oak Park River Forest  
Corporate Headquarters  
180 N. LaSalle Street  
Suite 300  
Chicago, IL 60601

**WHEN RECORDED MAIL TO:**

Byline Bank  
C/O Post Closing Department  
1800 S. Halsted Street, 2nd  
Floor  
Chicago, IL 60608

**SEND TAX NOTICES TO:**

F & S Properties, LLC  
4637 S Ashland Ave.  
Chicago, IL 60609

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Angie Vedders, Loan Documentation Specialist  
Byline Bank  
180 N. LaSalle Street  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2022, is made and executed between F & S Properties, LLC, an Illinois Limited Liability Company, whose address is 4637 S Ashland Ave., Chicago, IL 60609 (referred to below as "Grantor") and Byline Bank, an Illinois State Chartered Bank, as Successor In Interest to Community Bank of Oak Park River Forest, whose address is 180 N. LaSalle Street, Suite 300, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 28, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded August 29, 2017, as Document No. 1724146306**

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

LOTS 21, 22, 28, 29 AND 30 IN BLOCK 5 (EXCEPT THAT PART OF SAID LOTS 28, 29 AND 30 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5 IN THE S.E. GROSS SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4631-4639 S. Ashland Ave., Chicago, IL 60609. The Real Property tax identification number is 20-05-307-029-0000.

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

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## MODIFICATION OF MORTGAGE (Continued)

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**This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:**

The paragraph entitled "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Lender.** The word "Lender" means Byline Bank, an Illinois State Chartered Bank, as successor in interest to Community Bank of Oak Park River Forest.

The paragraph entitled "Waiver of Right of Redemption" in the Mortgage and Assignment of Rents is hereby added with the following:

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-160 (n) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

The paragraph entitled "Note" in the Mortgage is hereby deleted and replaced with the following:

**Note.** The word "Note" means the promissory note dated September 1, 2022 in the original principal amount of **\$286,990.46** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

**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 endorser 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.

**TAX AND INSURANCE RESERVES.** Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Borrower, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Borrowers as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Borrower, and the Lender is not Borrower's agent for payment of the taxes and assessments

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## MODIFICATION OF MORTGAGE (Continued)

required to be paid by Borrower. If a security interest is also being granted to Lender in any real estate on which the Collateral is situated, then any provision relating to escrow or reserve accounts in the mortgage, deed of trust, or other real estate security instrument granting such interest has priority over this provision. .

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2022.**

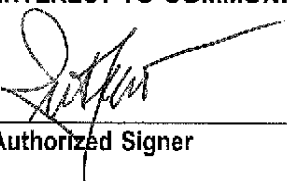
GRANTOR:

F & S PROPERTIES, LLC

By:   
Angel S. Garcia, Manager of F & S Properties, LLC

LENDER:

**BYLINE BANK, AN ILLINOIS STATE CHARTERED BANK, AS SUCCESSOR  
IN INTEREST TO COMMUNITY BANK OF OAK PARK RIVER FOREST**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

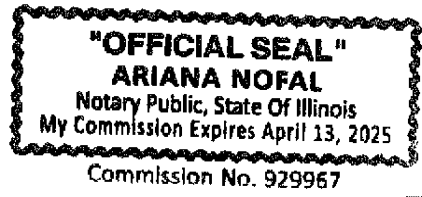
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 19<sup>th</sup> day of OCTOBER, 2022 before me, the undersigned Notary Public, personally appeared **Angel S. Garcia, Manager of F & S Properties, LLC**, 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 *[Signature]* Residing at 1947 W. 35th St.

Notary Public in and for the State of Illinois

My commission expires April 13, 2025



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 19th day of OCTOBER, 2022 before me, the undersigned Notary Public, personally appeared LUBEN FONSECA and known to me to be the LENDER, authorized agent for **Byline Bank, an Illinois State Chartered Bank, as Successor In Interest to Community Bank of Oak Park River Forest** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank, an Illinois State Chartered Bank, as Successor In Interest to Community Bank of Oak Park River Forest**, duly authorized by **Byline Bank, an Illinois State Chartered Bank, as Successor In Interest to Community Bank of Oak Park River Forest** 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 **Byline Bank, an Illinois State Chartered Bank, as Successor In Interest to Community Bank of Oak Park River Forest**.

By [Signature] Residing at 1947 W. 35th St.

Notary Public in and for the State of Illinois

My commission expires April 13, 2025

