

# UNOFFICIAL COPY

Doc#: 2230628127 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/02/2022 02:15 PM Pg: 1 of 4

**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

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 October 24, 2022, is made and executed between Rockwell Property Group, L.L.C., an Illinois limited liability company, whose address is 200 W. Madison Street, Suite 4200, Chicago, IL 60606 (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 August 14, 2018 (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 21, 2018, as Document No. 1823349284 together with that certain Assignment of Rents dated August 14, 2018 recorded with the Recorder's Office on August 21, 2018 as Document No. 1823349285.

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

LOTS 12, 13, 18 AND 19 IN WHITE AND COLE'S RESUBDIVISION OF BLOCK 1 IN STAVE'S SUBDIVISION OF 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2140 (aka 2140-38) N. Milwaukee Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-36-230-004-0000; 13-36-230-005-0000; 13-36-230-006-0000; and 13-36-230-007-0000.

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

Effective as of the date hereof, the maturity date of the Note is hereby extended from September 5, 2023 to November 5, 2027; the interest rate is hereby modified from an interest rate of 5.250% to fixed rate of 5.500%; and the repayment schedule is hereby modified from monthly principal and interest payments of \$5,131.82 to 59 monthly consecutive principal and interest payments of \$5,229.02 each, beginning December 5, 2022 and one final payment of all principal, interest and other charges due to Lender on November 5, 2027 as set forth on the Change in Terms Agreement of even date, together with all

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

Page 2

renewals, extensions, modifications, refinancings, consolidations, and substitutions of the note or agreements. Any reference in the Note or any other Related Documents to the maturity date shall mean November 5, 2027. Any references in the Note, Mortgage or other Related Documents to the interest rate shall mean a fixed rate of 5.500%. The outstanding principal balance as of the date of this Modification is \$773,602.83 .

**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 OCTOBER 24, 2022.**

GRANTOR:

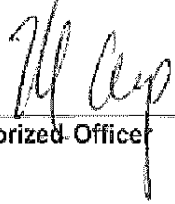
**ROCKWELL PROPERTY GROUP, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY**

**ROCKWELL PLAZA TRUST U/T/A DATED OCTOBER 1, 1998, Managing Member of Rockwell Property Group, L.L.C., an Illinois limited liability company**

By:   
George D. Hanus, Trustee of Rockwell Plaza Trust U/T/A dated October 1, 1998

LENDER:

**ALBANY BANK AND TRUST COMPANY, N.A.**

x   
Authorized Officer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

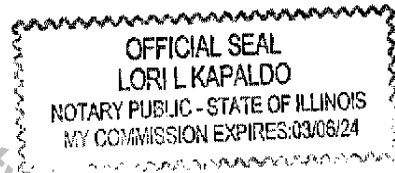
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Will )

On this 24<sup>th</sup> day of October, 2022, before me, the undersigned Notary Public, personally appeared **George D. Hanus, Trustee of Rockwell Plaza Trust U/T/A dated October 1, 1998, Managing Member of Rockwell Property Group, L.L.C., 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 Lori L. Kapaldo Residing at Will County, Illinois

Notary Public in and for the State of Illinois

My commission expires 03/06/24



Will County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 25<sup>TH</sup> day of OCTOBER, 2022 before me, the undersigned Notary Public, personally appeared MICHAEL CHID and known to me to be the SVP, 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 Linda Bartels Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 10-27-2025

