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Doc#. 2231108007 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 11/07/2022 09:23 AM Pg: 1 of 4

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WHEN RECORDED MAIL TO:
AMALGAMATED BANK OF
CHICAGO
30 N. LASALLE STREET
CHICAGO, IL 60602

41012450 43

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
NICOLE C. LEVON
AMALGAMATED BANK OF CHICAGO
30 N. LASALLE STREET
CHICAGO, IL 60602

#### **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated September 23, 2022, is made and executed between 2109 SAWYER, LLC (referred to below as "Grantor") and AMALGAMAZED BANK OF CHICAGO, whose address is 30 N. LASALLE STREET, CHICAGO, IL 60602 (referred to below 25 Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 22, 2021 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Document #2131408120 recorded on November 10, 2021

Assignment of Rents dated October 22, 2021 recorded on November 10, 2021 as Document #2131408121.

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

LOT 12 (EXCEPT THE NORTH 34 FEET) AND THE NORTH 1/2 OF LOT 13 IN BLOCK 7 OM SHIPMAN, BILL AND MERRILL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, 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 2109 N. SAWYER AVENUE, CHICAGO, IL 60647. The Real Property tax identification number is 13-35-226-019-0000.

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

Increase mortgage loan amount from \$830,000.00 to \$885,000.00, changed interest rate from variable to 5.50% fixed and changed payment type from non-revolving to balloon.

**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

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#### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 1807800101

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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 ACCEES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 23, 2022. 300 LA OX

**GRANTOR:** 

2109 SAWYER, LLC

COMMON APTS, LLC, Manager of 2109 SAWYER LLC

MKS PROPERTIES, LLC, Manager of COMMON APTS, LLC

Clort's Office By: DAVID F. MCLEAN, Manager of MKS PROPERTIES, LLC

J. KIBBLE, Manager of MKS PROPERTIES, LLC

LENDER:

AMAKGAMATED BANK OF CHICAGO

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1807800101 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF TLUNOIS OFFICIAL SEAL ) JEFFREY PETER ALOISIO NOTARY PUBLIC, STATE OF ILLINOIS ) \$\$ My Commission Expires 7/19/26 COUNTY OF \_\_\_\_COOK day of SEPTEMBER, On this 23RP day of SEPTEMBER, 2021 before me, the undersigned Notary Public, personally appeared DAVID F. MCLEAN, Manager of MKS PROPERTIES, LLC, Manager of COMMON APTS, LLC, Manager of MKS PROPERTIES, LLC, Manager of MKS PROPERTIES, LLC, Manager of COMMON AFTS, LLC, Manager of 2109 SAWYER, 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 crg: nization or its operating agreement, for the uses and purposes therein that mited liability.

Classic State of TALINUTS

TULY 19, 2012 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. Residing at CHICAGO, TUNNOIS Notary Public in and for the State of My commission expires

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1807800101	(Continued)	Page 4
	LENDER ACKNOWLEDGMEN	Т
STATE OF <u>JUINO15</u>	) ) SS	OFFICIAL SEAL  JEFFREY PETER ALOISIO  NOTARY PUBLIC, STATE OF ILLINOIS  My Commission Expires 7/19/26
COUNTY OF	)	377777
BANK OF CHICAGO, duly autnouz or otherwise, for the uses and purp	instrument to be the free and volunt and by AMALGAMATED BANK OF Chooses therein mentioned, and on oath fact executed this said instrument or	before me, the undersigned Notary me to be the <u>VICE PRESIDEN</u> that executed the within and foregoing tary act and deed of <b>AMALGAMATED IICAGO</b> through its board of directors stated that he or she is authorized to behalf of <b>AMALGAMATED BANK OF</b> CHICAGO, TUNNOS
LaserPro, Ver. 21.1.0.222 Copr. G:\APPS\LZ	Finastra USA Corporation 1997, 2 PROWIN\CFI\LPL\G201.FC TR-6350	20.22 All Rights Reserved IL
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