#### **UNOFFICIAL COPY**

Doc#. 2232708149 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 11/23/2022 12:37 PM Pg: 1 of 6

WHEN RECORDED MAIL TO: LAKESIDE BANK Loan Operations 1055 W ROOSEVELT RD CHICAGO, IL 60608

SEND TAX NOTICES TO:
LAKESIDE BANK
UIC/NEAR WEST
1055 W ROOSEVELT RO
CHICAGO, IL 60608

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Amanda Neuman LAKESIDE BANK 1055 WEST ROOSEVELT ROAD CHICAGO, IL 60608

#### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated June 12, 2022, is made and executed between Wellington & Albany, LLC, an Illinois limited liability company, whose address is 2956 North Albany Avenue, Chicago, IL 60618 (referred to below as "Grantor") and Lakeside Bank, whose address is 1055 W Focaevelt, Chicago, IL 60608 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 12, 2002 (the "Mongage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on August 14, 2002 as Document Number 0020894198.

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

LOT 24 IN HAMMONDS SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, 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 2956 North Albany Avenue, Chicago, IL 60618. The Real Property tax identification number is 13-25-120-017-0000.

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

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#### MODIFICATION OF MORTGAGE (Continued)

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Delete and restate Note definition as follows: Note. The word "Note" means the Promissory Note dated July 12, 2002, in the original principal amount of \$420,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions thereof. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. All other terms and conditions of the loan documents shall remain the same, in full force and 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 flortgage 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 "Not3"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and eridorsers 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 REAL ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 12, 2022.

County Clerk's Office **WELLINGTON & ALBANY, LLC** ember/Manager of Wellington & Albany, LLC Member/Manager of Wellington & Albany. Jesse C. Roberts, Member/Manager of Wellington & Albany, LLC LENDER:

**GRANTOR:** 

LAKESIDE BANK

Autherized Signer

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### MODIFICATION OF MORTGAGE (Continued)

Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF Thinois ) OFFICIAL SEAL **MELISSA A HEITZ** ) SS NOTARY PUBLIC, STATE OF ILLINOIS COUNTY OF LOOK My Commission Expires 07/11/2023 day of AUGUST Zozz before me, the undersigned Notary On this Z5 Public, personally appeared Ty Fujimura, Wember/Manager of Wellington & Albany, 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 Mudification 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 Jiability company. Residing at Jakiston Bank Notary Public in and for the State of Clart's Office 

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### MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT OFFICIAL SEAL STATE OF Illinois MELISSA A HEITZ ) NOTARY PUBLIC, STATE OF ILLINOIS ) SS My Commission Expires 07/11/2023 COUNTY OF LOOK ) day of <u>August</u> , **2022** before me, the undersigned Notary On this Public, personally appeared Troy T. Fujimara, Member/Manager of Wellington & Albany, 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 lingted liability company. Residing at Lakoside Bank Olyn Clark's Office 

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# MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT					
STATE OF day of day of Public, personally appreared Jesse C. Roberts,	Member/Manager of Wellington & Albany, LLC, and known to me				
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My commission expires 7/11/2023	T Colors				
÷	CATS OFFICE				

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# MODIFICATION OF MORTGAGE (Continued)

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STATE OF <u>Thoois</u>		) ) ss	OFFICIAL SEAL MELISSA A HEITZ NOTARY PUBLIC, STATE OF ILLIN My Commission Expires 07/11/202	IOIS
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Notary Public in and for the S  My commission expires	, 02			
wy commission expires <u>me</u>	(	304/7×		
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