

Illinois Anti-Predatory Lending Database Program

Doc#: 2234045264 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/06/2022 03:19 PM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

SP-214 Alcon Bar

The property identified as: **PIN:** 06-34-409-001-0000

Address:

Street: 117-121 East Railroad Ave

Street line 2:

City: Bartlett

State: IL

ZIP Code: 60103

Lender: Village Bank & Trust, N.A.

Borrower: More Dusty LLC, an Illinois limited liability company

Loan / Mortgage Amount: \$1,662,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: 390F3A4C-7873-4A72-8A23-DA114DB50516

Execution date: 11/3/2022

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RECORDATION REQUESTED BY:
 Village Bank & Trust, N.A.
 234 West Northwest Highway
 Arlington Heights, IL 60004

WHEN RECORDED MAIL TO:
 Village Bank & Trust, N.A.
 9801 W Higgins Suite 400
 Rosemont, IL 60108

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
 Loan Operations, Loan Documentation Administrator
 Village Bank & Trust, N.A.
 234 West Northwest Highway
 Arlington Heights, IL 60004

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 3, 2022, is made and executed between More Dusty LLC, an Illinois limited liability company, whose address is 13980 Automall Dr., Huntley, IL 60142 (referred to below as "Grantor") and Village Bank & Trust, N.A., whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 4, 2022 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 8, 2022, as Document #2222041124 in the Office of the Cook County Recorder of Deeds and an Assignment of Rents dated August 4, 2022, and recorded on August 8, 2022, as Document #2222041125 in the Office of the Cook County Recorder of Deeds.

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

The West 60 feet of Lots 10 and 11 in Block 6 in Bartlett, a subdivision of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 117-121 East Railroad Ave., Bartlett, IL 60103. The Real Property tax identification number is 06-34-409-001-0000.

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

(1) The definition of Note is hereby restated in its entirety to mean the following:

Note. The word "Note" means a Promissory Note dated November 3, 2022, as amended from time to time, in the original principal amount of \$1,662,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

(2) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not

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MODIFICATION OF MORTGAGE (Continued)

Page 2

including sums advanced to protect the security of the Mortgage, exceed \$3,324,000.00.

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 NOVEMBER 3, 2022.

GRANTOR:

MORE DUSTY LLC

By: 

Sachin K. Patel, Manager of More Dusty LLC

LENDER:

VILLAGE BANK & TRUST, N.A.

X 

Authorized Signer

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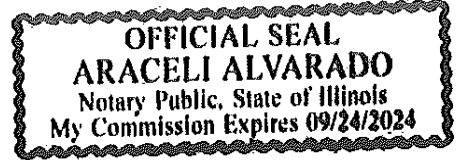
MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

) SS



On this 3rd day of November, 2022 before me, the undersigned Notary Public, personally appeared **Sachin K. Patel, Manager of More Dusty 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 Araceli Alvarado Residing at Illinois

Notary Public in and for the State of Illinois

My commission expires 9/24/24

County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF CWIC) SS
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On this 3rd day of November, 2022 before me, the undersigned Notary Public, personally appeared Becta Cesicki and known to me to be the VP, authorized agent for Village Bank & Trust, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Village Bank & Trust, N.A., duly authorized by Village Bank & Trust, 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 Village Bank & Trust, N.A..

By [Signature] Residing at ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 9/24/24

County Clerk's Office