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Doc#. 2236233028 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 12/28/2022 09:21 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
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:

3734 North Southport LLC
3734 N. Southport Ave.
Chicago, IL 60613

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Angie Vedders, Loan Document Specialist
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2022, is made and executed between 3734 North Southport LLC, an Illinois limited liability company, whose address is 3734 N. Southport Ave., Chicago, IL 60613 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Suite 300, Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2022 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 4, 2022 as Document No. 2209418341 and an Assignment of Rents dated March 31, 2022, Recorded April 4, 2022 as Document No. 2209418342.

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

LOT 10, IN BLOCK 2, IN ROOD'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3734 N. Southport Ave., Chicago, IL 60613. The Real Property tax identification number is 14-20-114-031-0000 (VOL. 483).

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

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 "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced

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MODIFICATION OF MORTGAGE (Continued)

with the following:

Note. The word "Note" means the promissory note dated September 30, 2022, in the original principal amount of \$1,150,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,300,000.00.


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 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 SEPTEMBER 30, 2022.

GRANTOR:

3734 NORTH SOUTHPORT LLC

By: 
Alex D. Zupancic, Member of 3734 North Southport LLC

LENDER:

BYLINE BANK

X 
Authorized Signer

PROVIDED TO COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

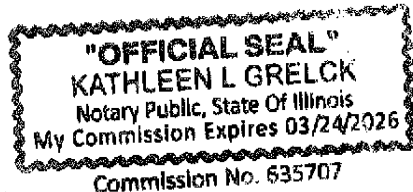
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of September, 2022 before me, the undersigned Notary Public, personally appeared **Alex D. Zupancic, Member of 3734 North Southport 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 Kathleen L Grelick Residing at Norridge

Notary Public in and for the State of Illinois

My commission expires 3-24-2026



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

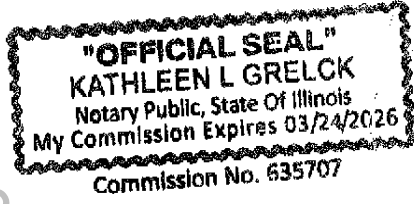
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 20th day of September, 2022 before me, the undersigned Notary Public, personally appeared Rob Domano and known to me to be the SVP, authorized agent for **Byline Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank**, duly authorized by **Byline Bank** 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**.

By Kathleen L. Grelock Residing at Norridge

Notary Public in and for the State of Illinois

My commission expires 3-24-2026



Cook County Clerk's Office