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Doc# 2301022003 Fee \$38.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/10/2023 09:12 AM PG: 1 OF 5

WHEN RECORDED MAIL TO:

Wintrust Financial Corporation
Middle Market Loan Servicing
9801 W. Higgins Rd., 4th
Floor
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Wintrust Financial Corporation
Wintrust Middle Market Loan Servicing
9801 W Higgins Rd - 4th Floor
Rosemont, IL 60018

2108401297P of **1 MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated November 19, 2022, is made and executed between Weston Development Group LLC, an Illinois limited liability company (referred to below as "Grantor") and Crystal Lake Bank & Trust Company, N.A., whose address is 70 N. Williams Street, Crystal Lake, IL 60014 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 19, 2021 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 16, 2021 as Document Number 2135001207 and Assignment of Rents dated November 19, 2021 and Recorded on December 16, 2021 as Document Number 2135001208.

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

THE SOUTH 9.31 FEET OF THAT PART OF LOT 121 LYING WEST OF THE EAST 102.37 FEET THEREOF AND EAST OF THE EAST LINE OF WIELAND STREET AS OPENED, ALSO THE NORTH 1/2 OF THE NORTH 1/2 (EXCEPT THE EAST 102.37 FEET THEREOF) OF THAT PART OF LOT 122 LYING EAST OF THE EAST LINE OF NORTH WIELAND STREET AS OPENED; ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 122 LYING EAST OF THE EAST LINE OF NORTH WIELAND STREET AS OPENED, ALL IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1541-1543 N. Wieland Street, Chicago, IL 60610. The Real Property tax identification number is 17-04-203-092-0000 and 17-04-203-097-0000 and 17-04-203-153-0000.

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

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MODIFICATION OF MORTGAGE

(Continued)


This Modification reflects that: (i) the definition of "Note" is hereby amended to read as follows: promissory note dated November 19, 2021 in the principal amount of \$5,481,250.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement; (ii) the maximum principal amount of Indebtedness secured by the Mortgage is now \$10,962,500.00.

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 19, 2022.

GRANTOR:

WESTON DEVELOPMENT GROUP LLC

By: 
Joshua Lipton, Manager of Weston Development Group LLC

By: _____
James West, Manager of Weston Development Group LLC

LENDER:

CRYSTAL LAKE BANK & TRUST COMPANY, N.A.

X _____
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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WESTON DEVELOPMENT GROUP LLC

By: _____
Joshua Lipton, Manager of Weston Development Group LLC

By: _____
James West, Manager of Weston Development Group LLC

LENDER:

CRYSTAL LAKE BANK & TRUST COMPANY, N.A.

X _____
Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 12th day of December, 2022 before me, the undersigned Notary Public, personally appeared **Joshua Lipton, Manager of Weston Development Group LLC and James West, Manager of Weston Development Group 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 organization or its operating agreement, for the uses and purposes therein 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.

By *[Signature]* Residing at Algonquin IL

Notary Public in and for the State of Illinois

My commission expires 9-1-2026



McHenry County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

)

) SS

COUNTY OF McHenry)

)

On this 12th day of December 2022 before me, the undersigned Notary Public, personally appeared Michael Carlson and known to me to be the SVP, authorized agent for Crystal Lake Bank & 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 Crystal Lake Bank & Trust Company, N.A., duly authorized by Crystal Lake Bank & 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 Crystal Lake Bank & Trust Company, N.A.

By [Signature]

Residing at Algonquin IL

Notary Public in and for the State of Illinois

My commission expires 9-1-2026



County Clerk's Office