

# UNOFFICIAL COPY

Doc#: 2302346015 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 01/23/2023 09:30 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

**FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509**

**WHEN RECORDED MAIL TO:**

**FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509**

**SEND TAX NOTICES TO:**

**FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509**

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

**SS 11052184  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509**

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 1, 2023, is made and executed between **WICHITA INVESTMENT PARTNERSHIP**, whose address is **4804 GRAND AVE, WESTERN SPRINGS, IL 60558** (referred to below as "Grantor") and **FIRST NATIONS BANK**, whose address is **7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 29, 2017 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED IN COOK COUNTY ON JANUARY 4, 2018 USING THE RECORDING NUMBERS 1800408093 AND 1800408094.**

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

**THE NORTH 15 FEET OF LOT 19 AND LOT 18 (EXCEPT THE NORTH 7 1/2 FEET THEREOF) IN BLOCK 11 IN WALTER G. MCINTOSH'S METROPOLITAN "L" SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as **1846 S CLARENCE AVE, BERWYN, IL 60402**. The Real Property tax identification number is **16-19-410-039-0000**.

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

**EXTEND THE MATURITY DATE FIVE YEARS UNTIL JANUARY 1, 2028 AND INCREASED THE INTEREST RATE FROM 5.25% FIXED TO 6.00% FIXED. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

**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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Page 2

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 JANUARY 1, 2023.**

GRANTOR:

WICHITA INVESTMENT PARTNERSHIP

By: 

WILLIAM G. PILEGGI JR., General Partner of WICHITA INVESTMENT PARTNERSHIP

By: 


MARIANO MOLLO, General Partner of WICHITA INVESTMENT PARTNERSHIP

By: 

JOSEPH MOLLO, General Partner of WICHITA INVESTMENT PARTNERSHIP

LENDER:

FIRST NATIONS BANK

x   
Authorized Signer

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Page 3

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF IL )  
 ) SS  
 COUNTY OF Kane )

On this 1 day of January, 2023 before me, the undersigned Notary Public, personally appeared **WILLIAM G. PILEGGI JR.**, General Partner of **WICHITA INVESTMENT PARTNERSHIP**; **MARIANO MOLLO**, General Partner of **WICHITA INVESTMENT PARTNERSHIP**; and **JOSEPH MOLLO**, General Partner of **WICHITA INVESTMENT PARTNERSHIP**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Simona Weber Residing at St. Charles

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_

**SIMONA WEBER**  
**OFFICIAL SEAL**  
 Notary Public - State of Illinois  
 My Commission Expires Feb 14, 2026

Prothonotary Cook County Clerk's Office

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Page 4

**LENDER ACKNOWLEDGMENT**

STATE OF IL )  
 ) SS  
 COUNTY OF Kane )

On this 1 day of January, 2023 before me, the undersigned Notary Public, personally appeared Janice Wilson and known to me to be the VP, authorized agent for **FIRST NATIONS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST NATIONS BANK**, duly authorized by **FIRST NATIONS 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 **FIRST NATIONS BANK**.

By Janice Wilson Residing at St. Charles IL

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_

