

# UNOFFICIAL COPY

Doc#: 2302410032 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/24/2023 09:46 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**  
FirstSecure Bank and Trust  
Co.  
1 N Constitution Drive  
Aurora, IL 60506

**WHEN RECORDED MAIL TO:**  
FirstSecure Bank and Trust  
Co.  
1 N Constitution Drive  
Aurora, IL 60506

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Maryellen Howard, Commercial Loan Processor  
First Secure Bank and Trust Co.  
10360 South Roberts Road  
Palos Hills, IL 60465

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 10, 2022, is made and executed between 4552 NORTH RUBY LLC, an Illinois Limited Liability Company, whose address is 4553 N 25th Avenue, Schiller Park, IL 60176 (referred to below as "Grantor") and First Secure Bank and Trust Co., whose address is 10360 South Roberts Road, Palos Hills, IL 60465 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 19, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 21, 2016 as Document Number 1635629062 with the Cook County, Illinois Recorder, and further modified by Modification of Mortgage recorded December 13, 2017 as Document Number 1734708089, and further modified by Modification of Mortgage recorded December 13, 2018 as Document Number 1834708119, and further modified by Modification of Mortgage recorded June 03, 2019 as Document Number 1915446067.

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

LOT 1 IN RAJCH'S CONSOLIDATION OF PART OF LOT 2 IN PARK TERRACE INDUSTRIAL SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4553 N 25th Avenue, Schiller Park, IL 60176. The Real Property tax identification number is 12-16-213-019-0000.

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

Loan Amount is hereby increased from \$400,000.00 to \$600,000.00. Interest Rate is hereby amended from a Variable Rate of Prime + 1.000% with a Floor of 6.500% and a Ceiling of 9.000% to Prime + 1.000% with a Floor of 7.000%. Extend Maturity Date from December 10, 2022 to December 10, 2023.

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(Continued)**

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All other terms and conditions of the original promissory note and any/all renewals, extensions, change in terms agreements or amendments to note, remain unchanged and 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 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 DECEMBER 10, 2022.**

GRANTOR:

4552 NORTH RUBY LLC

By: 

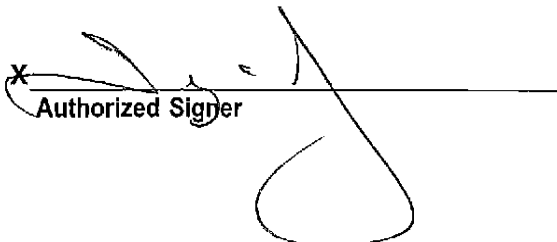
WOJCIECH RAJCH, Managing Member of 4552 NORTH RUBY  
LLC

By: 

DOROTA RAJCH, Managing Member of 4552 NORTH RUBY  
LLC

LENDER:

FIRST SECURE BANK AND TRUST CO.

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

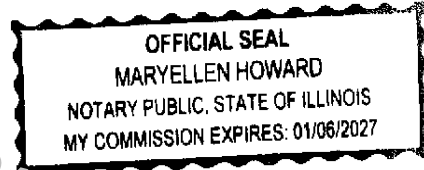
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 19th day of January, 2023 before me, the undersigned Notary Public, personally appeared **WOJCIECH RAJCH, Managing Member of 4552 NORTH RUBY LLC and DOROTA RAJCH, Managing Member of 4552 NORTH RUBY 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 Maryellen Howard Residing at Rockdale, IL

Notary Public in and for the State of IL

My commission expires 01/06/27



PROCESSED BY COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 19th day of January, 2023 before me, the undersigned Notary Public, personally appeared Erny Johnson and known to me to be the V.P., authorized agent for First Secure Bank and Trust Co. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Secure Bank and Trust Co., duly authorized by First Secure Bank and Trust Co. 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 Secure Bank and Trust Co.

By Maryellen Howard Residing at Rockdale, IL

Notary Public in and for the State of IL

My commission expires 01/06/27

