

# UNOFFICIAL COPY

Doc#: 2303729002 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 02/06/2023 09:14 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:**  
**SA - SPILOTRO, 11051636-7**  
**FIRST NATIONS BANK**  
**7757 W. DEVON AVENUE**  
**CHICAGO, IL 60631-1509**

## **MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated February 1, 2022, is made and executed between 3118 HARLEM LLC, whose address is 811 VETERANS PARKWAY, ADDISON, IL 60101 (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 February 28, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED IN COOK COUNTY ON MAY 6, 2013 USING THE RECORDING NUMBERS 1312645012 & 1312645013.**

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

LOT 8, 9, 10 AND 11 IN BLOCK 1 IN H.O. STONE AND COMPANY'S SUBDIVISION OF EAST 60 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DEDICATED FOR BELMONT AVENUE AND EXCEPT THAT PART LYING NORTH OF BELMONT AVENUE), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3118 N HARLEM AVE, CHICAGO, IL 60634. The Real Property tax identification number is 12-25-207-036-0000.

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

**EXTEND THE MATURITY DATE ONE YEAR UNTIL FEBRUARY 1, 2024 AND INCREASE THE INTEREST RATE FLOOR FROM 3.75% TO 5.00%. 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 in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by

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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 FEBRUARY 1, 2023.**

GRANTOR:

3118 HARLEM LLC

By: 

MICHAEL SPILOTRO, Manager of 3118 HARLEM LLC

By: 

JEANNE M. SPILOTRO, Member of 3118 HARLEM LLC

LENDER:

FIRST NATIONS BANK

X 

Authorized Signer

AVP

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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

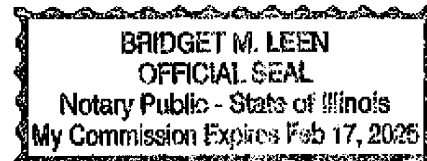
STATE OF Illinois )  
 )  
 ) SS  
COUNTY OF COOK )

On this 1 day of February, 2023 before me, the undersigned Notary Public, personally appeared **MICHAEL SPILOTRO, Manager of 3118 HARLEM LLC** and **JEANNE M. SPILOTRO, Member of 3118 HARLEM 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  Residing at Niles

Notary Public In and for the State of Illinois

My commission expires Feb. 17, 2025



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## LENDER ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF COOK

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On this 1 day of February, 2023 before me, the undersigned Notary Public, personally appeared Sal Marino and known to me to be the AVP, 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 Bridget M. LeenResiding at NilesNotary Public in and for the State of IllinoisMy commission expires Feb 17, 2025