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Doc#: 2307345007 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/14/2023 09:26 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

WHEN RECORDED MAIL TO:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

AC 6711509

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations
Albany Bank and Trust Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2023, is made and executed between TALL CITY, INC., an Illinois corporation, whose address is 3100 W. Fullmore, Chicago, IL 60612 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 6, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated August 6, 2009 recorded with the Recorder of Deeds (Recorder's Office) in Cook County, Illinois on August 11, 2009 as Document Number 0922355015 and re-recorded on January 28, 2010 as Document No. 1002810033, further modified pursuant to that certain Modification of Mortgage dated July 1, 2012 recorded with the Recorder's Office on July 18, 2012 as Document Numbers 1220029088, which among other changes, increased the principal amount of the loan to \$285,000.00, and again modified pursuant to that certain Modification of Mortgage dated January 25, 2022 recorded with the Recorder's Office on February 18, 2022 as Document Numbers 2204907169, which among other changes, modified the interest rate of the loan and extended the maturity date of the Loan.

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

PARCEL 1:

LOT 49 IN BLOCK 6 IN PIPERS SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 50 IN THE SUBDIVISION OF BLOCK 6 IN THE SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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The Real Property or its address is commonly known as 3100-02 W. Fillmore Street, Chicago, IL 60612. The Real Property tax identification number is 16-13-320-015-0000; and 16-13-320-016-0000.

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

Effective as of the date hereof, the maturity date of the original Note, as extended from time to time is hereby extended from February 15, 2023 to February 15, 2028; the interest rate is hereby change from an interest rate of 6.250% fixed to a fixed interest rate of 7.250%; and the repayment schedule is hereby modified from monthly principal and interest payments of \$1,583.47 to 59 monthly consecutive principal and interest payments of \$1,695.83 each, beginning March 15, 2023 and one final payment of all principal, interest and other charges due to Lender on February 15, 2028, as set forth on that certain promissory note dated even date, in principal amount of \$197,172.69 made by Borrower payable to Lender, to be executed in conjunction with this Modification, which said promissory note is not a replacement for, or a cancellation of the original Note, but amends, reinstates, and renews the existing loan indebtedness of the original Note evidenced by said Mortgage, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the note or agreements. Any reference in the Note or any other Related Documents to the maturity date shall mean February 15, 2028. Any references in the Note, Mortgage or other Related Documents to the interest rate shall mean a fixed rate of 7.250%. The outstanding principal balance as of the date of this Modification is \$197,172.69.

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 FEBRUARY 15, 2023.

GRANTOR:

TALL CITY, INC., AN ILLINOIS CORPORATION

By: 

Sean P. Harvey, President of TALL CITY, INC., an Illinois corporation

By: 

Siobhán V. O. Harvey, Secretary of TALL CITY, INC., an Illinois corporation

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X *Sean P. Harvey*
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF COOK)

On this 1st day of March, 2023 before me, the undersigned Notary Public, personally appeared Sean P. Harvey, President of TALL CITY, INC., an Illinois corporation, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *Amelia Roman* Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-15-2023



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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

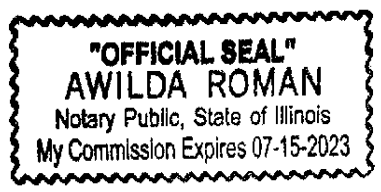
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 1st day of March, 2023 before me, the undersigned Notary Public, personally appeared **Siobhan V. O. Harvey, Secretary of TALL CITY, INC.**, an Illinois corporation, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *Awilda Roman* Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-15-2023



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 1st day of March 2023 before me, the undersigned Notary Public, personally appeared Veronica Mendoza and known to me to be the Loan Officer, authorized agent for **Albany Bank and 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 **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and 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 **Albany Bank and Trust Company, N.A.**

By Awilda Roman Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-15-2023

