

# UNOFFICIAL COPY

Doc#: 2307545212 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 03/16/2023 02:41 PM 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 - LAZARA , 11051881-1**  
**FIRST NATIONS BANK**  
**7757 W. DEVON AVENUE**  
**CHICAGO, IL 60631-1509**

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated March 15, 2023, is made and executed between LA ZARA COMMERCIAL PROPERTIES LLC, whose address is 7246 W. TOLUHY AVE, CHICAGO, IL 60631 (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 March 14, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED IN COOK COUNTY ON MARCH 27, 2012 USING RECORDING NUMBERS 1208726000 & 1208726001.**

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

LOT 2 IN GEIMER SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED NOVEMBER 20, 2001 AS DOCUMENT NO. 001109264 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 719-741 E. DUNDEE ROAD, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-08-214-026-0000.

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

**EXTEND MATURITY DATE BY FIVE YEARS UNTIL MARCH 15, 2028 AND INCREASED THE INTEREST RATE FROM 4.90% 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

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(Continued)**

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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 MARCH 15, 2023.**

GRANTOR:

LA ZARA COMMERCIAL PROPERTIES LLC

By: *Joseph La Zara*

JOSEPH LA ZARA, Member of LA ZARA COMMERCIAL PROPERTIES LLC

By: *Diane La Zara*

DIANE LA ZARA, Member of LA ZARA COMMERCIAL PROPERTIES LLC

LENDER:

FIRST NATIONS BANK

x *Susie Pardell Ltr. Ops.*

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

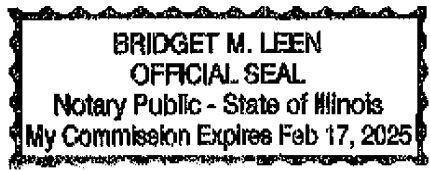
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 15<sup>th</sup> day of March, 2023 before me, the undersigned Notary Public, personally appeared **JOSEPH LA ZARA, Member of LA ZARA COMMERCIAL PROPERTIES LLC and DIANE LA ZARA, Member of LA ZARA COMMERCIAL PROPERTIES 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 Bridget M. Leen Residing at Niles

Notary Public in and for the State of Illinois

My commission expires Feb. 17, 2025



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) SS

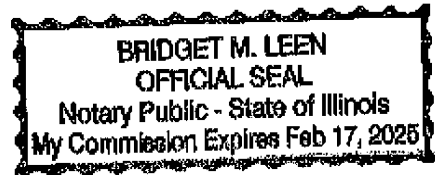
COUNTY OF COOK )

On this 15 day of March, 2023 before me, the undersigned Notary Public, personally appeared Jusie Pordell and known to me to be the loan operations, 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. Leen Residing at Niles

Notary Public in and for the State of Illinois

My commission expires Feb. 17, 2025



PROPOSED BY COOK County Clerk's Office