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Doc#. 2308840074 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/29/2023 12:01 PM Pg: 1 of 4

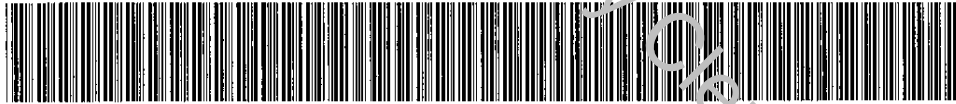
WHEN RECORDED MAIL TO:
LAKESIDE BANK
Oak Brook Operations Center
2001 York Road Ste 150
Oak Brook, IL 60523

SEND TAX NOTICES TO:
LAKESIDE BANK
Oak Brook Operations Center
2001 York Road
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Nancy M. Forchione
Lakeside Bank
2001 York Road Ste 150
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE



#####074001052023#####

THIS MODIFICATION OF MORTGAGE dated January 5, 2023, is made and executed between McNamara Builders, Inc., whose address is 9541 S. Lawton Avenue, Oak Lawn, IL 60453-2950 (referred to below as "Grantor") and Lakeside Bank, whose address is 2001 York Road Ste 150, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 5, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on October 24, 2018 as Document Number 1829749265.

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

LOT 31 AND 32 IN BLOCK 2 IN CARTER'S ADDITION TO MAPLEWOOD A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2432-2436 West Diversey Avenue, Chicago, IL 60647-1909. The Real Property tax identification number is 13-25-229-016-0000 (Lot 32) and 13-25-229-017-0000 (Lot 31).

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MODIFICATION OF MORTGAGE (Continued)

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


Delete and restate Note definition as follows: **Note.** The word "Note" means the Promissory Note dated October 5, 2018, in the original principal amount of \$395,500.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions thereof. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. All other terms and conditions of the loan documents shall remain 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 endorser 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 5, 2023.


GRANTOR:

MCNAMARA BUILDERS, INC.

By:  Thomas McNamara, President of McNamara Builders, Inc.

LENDER:

LAKESIDE BANK

X  _____
Authorized Signer

DeKalb County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF DuPage)

On this 28 day of March, 2023 before me, the undersigned Notary Public, personally appeared **Thomas McNamara, President of McNamara Builders, Inc.**, 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 *Linda Castleman* Residing at 18W076 22nd
DuPage Illinois 60181

Notary Public in and for the State of ILLINOIS
 My commission expires 2-28-26



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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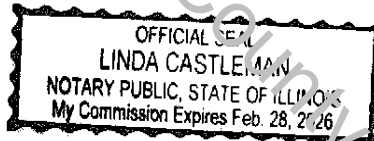
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF DuPage)

On this 28 day of March, 2023 before me, the undersigned Notary Public, personally appeared Michael Fogarty and known to me to be the SV Comm-Lendis, authorized agent for Lakeside Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Lakeside Bank, duly authorized by Lakeside 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 Lakeside Bank.

By Linda Castleman Residing at 18W076 22nd St.
Oakbrook Terrace.
 Notary Public in and for the State of ILLINOIS
 My commission expires 2-28-26



Notary's Office