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Doc# 2311025111 Fee \$93.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY CLERK DATE: 04/20/2023 03:13 PM PG: 1 OF 4

Prepared by and When recorded return to: BANK OF PONTIAC 300 W. Washington St. PO Box 710 Pontiac, IL 61764

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MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement, dated APRIL 11, 2023, between 1545 HICKS ROAD, LLC ("Borrower") and BAN' OF PONTIAC, amends and supplements the (1) Mortgage / Deed of Trust ("the Security Instrument") dated MAY 25, 2016 and recorded on AUGUST 17, 2016 as document #1623018069 AND modified on NOVEMBER 15, 2016 and recorded on JANUARY 6, 2017 as document #1700622207ANL modified on FEBRUARY 28, 2020 and recorded on MARCH 19, 2020 as document #2007906118 AND modified on OCTOBER 4, 2021 and recorded on OCTOBER 13, 2021 as documen. #2128625002 AND modified on APRIL 7, 2022 and recorded on APRIL 19, 2022 as document #2210928034 AND modified on OCTOBER 24, 2022 and recorded on NOVEMBER 2, 2022 as document #2230647138 in the County of COOK, Illinois at 118 N. CLARK ST., CHICAGO, IL 60602 AND (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the eal and personal property described in the Security Instrument and defined therein as the "Troperty" located at 1545 HICKS RD., ROLLING MEADOWS, IL 60008, described as:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREG

Per this agreement, the Borrower and BANK OF PONTIAC agree to the following:

- 1) As of the date of this Mortgage Modification Agreement, the amount payable under the Note and Security Instrument is \$898,966.89, consisting of the current unpaid principal balance, agreed upon advances, and any other amounts capitalized.
- 2) Borrower promises to pay the amount payable referenced in Item 1, plus interest, to the order of BANK OF PONTIAC. Borrower promises to make MONTHLY payments of PRINCIPAL and INTEREST, beginning on MAY 4, 2023, and continuing thereafter on the same day of each MONTH until PRINCIPAL and INTEREST are paid in full. If on OCTOBER 4, 2023 (the "Maturity Date"), Borrower still owes amounts under the

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- Note and Security Instrument, Borrower will pay these amounts in full on the Maturity Date.
- 3) Borrower will also comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- 4) Borrower understands and agrees that:
 - a. All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b. All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of BANK OF PONTIAC's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights or recourse to which BANK OF PONTIAC is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by BANK OF PONTIAC.
 - c. Nothing in this Agreement shall be implied or understood to be a satisfaction or release in whole or in part of the Note and Security Instrument.

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this Mortgage Modification Agreement. Borrower also acknowledges receipt of a copy of this Agreement.

BORROWER: 1545 HICKS ROAD LLC

Brad Gupta, Member

LENDER:

Date

4/11/2023

Brad Gunta Individually

Data

BANK OF PONTIAC 300 W. WASHINGTON

PONTIAC, IL 61764 NMLS ID: 652300

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By

Mark C. Donovan, President & CEO

NMLS ID: 770747 P: 815-844-6155

BORROWER ACKNOWLEDGMENT 2001

STATE OF <u>ILLINO'S</u>, COUNTY OF <u>L'IVINGSTON</u>} ss. This Instrument was acknowledged before me this <u>11th</u> day of <u>APRIL</u>, <u>2023</u>, by <u>BRAD GUPTA</u>, <u>MEMBER & INDIVIDUALLY</u>.

My commission expires: 1-5-25

OFFICIAL SEAL
MARIA GOMEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/05/25

Notary Public

LENDER ACKNOWLEDGMENT:

STATE OF <u>ILLINOIS</u>, COUNTY OF <u>LIVINGSTON</u>} ss. This instrument was acknowledged before me this <u>11th</u> day of <u>APRIL</u>, <u>2023</u>, by MARK C. DONOVAN, PRESIDENT & CEO of BANK OF PONTIAC a CORPORATION on behalf of the business or entity.

My commission expires:

"OFFICIAL SEAL"

My Commission Expires 10/02/2023

Notary Public

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EXHIBIT "A"

East half (.
Impany's Palatin.
5, Township 42 North,
Illinois.

PIN #02-26-107-004-0000 Company's Palatine Estates unit number 2, in the North Half of the Northwest Quarter of Section