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Doc#. 2318833318 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/07/2023 02:53 PM Pg: 1 of 5

RECORDATION REQUESTED BY:
BUSEY BANK, AN ILLINOIS
BANKING CORPORATION
HOMER GLEN
13901 S. BELL ROAD
HOMER GLEN, IL 60491

WHEN RECORDED MAIL TO:
Busey Bank
Post Close, 2nd Floor
12300 Olive Blvd.
Creve Coeur, MO 63141

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
JANICE WING, VICE PRESIDENT
BUSEY BANK, AN ILLINOIS BANKING CORPORATION
13901 S. BELL ROAD
HOMER GLEN, IL 60491

MODIFICATION OF MORTGAGE



* 102954811216%#####%0740%07062023*

THIS MODIFICATION OF MORTGAGE dated July 5, 2023, is made and executed between An undivided one half interest to Frank J. Martusciello, as Trustee of The Frank Joseph Martusciello Trust, whose address is 8100 Greenbriar Court, Burr Ridge, IL 60427; and an undivided one half interest to Lisa Martusciello, as Trustee of The Lisa Marie Martusciello Trust, whose address is 8100 Greenbriar Court, Burr Ridge, IL 60427 (referred to below as "Grantor") and BUSEY BANK, AN ILLINOIS BANKING CORPORATION, whose address is 13901 S. BELL ROAD, HOMER GLEN, IL 60491 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 23, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 5, 2016 as Document No. 1627917117 and Modification of Mortgage dated September 27, 2016, and recorded May 1, 2017 as Document No. 1712122029

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

THE SOUTH 165 FEET OF THE EAST 187.46 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM, IF ANY, A PARCEL OF LAND IN THE EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION BEING THAT PART LYING WITHIN A STRIP OF LAND 145 FEET IN WIDTH, 55 FEET IN WIDTH TO RIGHT AND 90 FEET TO LEFT OF CENTER, DESCRIBED AS

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MODIFICATION OF MORTGAGE (Continued)

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FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THENCE WESTERLY ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SECTION 31, A DISTANCE OF 242.46 FEET TO THE INTERSECTION OF THE CENTER LINE OF THE PROPOSED CHANNEL IMPROVEMENT FOR THE POINT OF BEGINNING; THENCE NORTH 2 DEGREES 08 MINUTES 35 SECONDS WEST ALONG THE CENTER LINE OF THE PROPOSED CHANNEL IMPROVEMENT, A DISTANCE OF 742.01 FEET; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 300.33 FEET, A DISTANCE OF 114.19 FEET; THENCE NORTH 24 DEGREES 01 MINUTES 48 SECONDS WEST, A DISTANCE OF 118.68 FEET; THENCE TO THE RIGHT ALONG A CURVE HAVING A RADIUS OF 300.33 FEET, A DISTANCE OF 142.54 FEET; THENCE NORTH 3 DEGREES 17 MINUTES 25 SECONDS EAST, A DISTANCE OF 423.20 FEET; THENCE TO THE RIGHT ALONG A CURVE HAVING A RADIUS OF 287.94 FEET, A DISTANCE OF 208.75 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 269.12 FEET TO THE INTERSECTION OF THE CENTER LINE OF THE PROPOSED CHANNEL IMPROVEMENT WITH THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 31, WHICH POINT IS 764.22 FEET SOUTHERLY ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND ALSO (EXCEPTING THEREFROM THAT PART TAKEN AND USED FOR PUBLIC ROADS AND HIGHWAYS), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8240 Wolf Rd, Willow Springs, IL 60480. The Real Property tax identification number is 18-31-203-012-0000.

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

This Modification of Mortgage reflects the following:

- (1) The Definition of Grantor is hereby amended as follows: The word "Grantor" means The Frank Joseph Martusciello Trust and The Lisa Marie Martusciello Trust.;
- (2) The Definition of Borrower is hereby amended as follows: The word "Borrower" means Norridge Chiropractic Clinic, LTD. and includes all co-signers and co-makers signing the Note and all their successors and assigns.;
- (3) The Definition of Lender is hereby amended as follows: The word "Lender" means Busey Bank, successor by merger to First Community Financial Bank, its successors and assigns;
- (4) The Maximum Lien amount is hereby decreased from \$631,618.94 to \$200,000.00.;
- (5) The Definition of Note is hereby redefined as follows:

The word "Note" means and includes without limitation all of Borrower's promissory notes, reimbursement agreements and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, whether now existing or hereafter arising, including without limitation that certain promissory note dated June 5, 2023 in the original principal amount of \$100,000.00 executed by Borrower in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for any of the foregoing.;

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.

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MODIFICATION OF MORTGAGE (Continued)

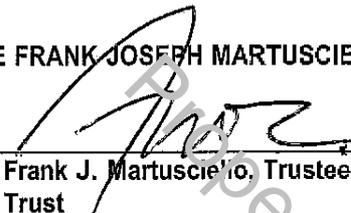
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 2023.

GRANTOR:

THE FRANK JOSEPH MARTUSCIELLO TRUST

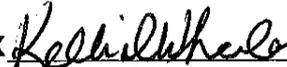
By: 
Frank J. Martusciello, Trustee of The Frank Joseph Martusciello Trust

THE LISA MARIE MARTUSCIELLO TRUST

By: 
Lisa Martusciello, Trustee of The Lisa Marie Martusciello Trust

LENDER:

BUSEY BANK, AN ILLINOIS BANKING CORPORATION

x 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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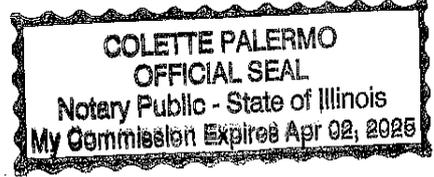
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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)



On this 6TH day of JULY, 2023 before me, the undersigned Notary Public, personally appeared **Frank J. Martusciello, Trustee of The Frank Joseph Martusciello Trust**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By *Colette Palermo*

Residing at 7020 S COUNTY LINE RD
BURR RIDGE IL 60527

Notary Public in and for the State of ILLINOIS

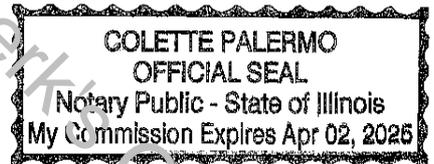
My commission expires 04/02/2025

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)



On this 6TH day of JULY, 2023 before me, the undersigned Notary Public, personally appeared **Lisa Martusciello, Trustee of The Lisa Marie Martusciello Trust**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By *Colette Palermo*

Residing at 7020 S COUNTY LINE RD
BURR RIDGE IL 60527

Notary Public in and for the State of ILLINOIS

My commission expires 04/02/2025

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 102954811216

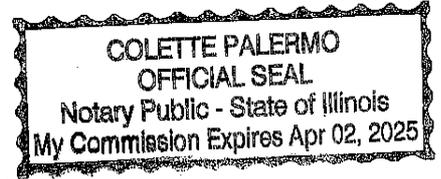
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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)



On this 6th day of JULY, 2023 before me, the undersigned Notary Public, personally appeared KELLI WHEELER and known to me to be the VP, authorized agent for **BUSEY BANK, AN ILLINOIS BANKING CORPORATION** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BUSEY BANK, AN ILLINOIS BANKING CORPORATION**, duly authorized by **BUSEY BANK, AN ILLINOIS BANKING CORPORATION** 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 **BUSEY BANK, AN ILLINOIS BANKING CORPORATION**.

By *Colette Palermo*

Residing at 7020 S COUNTY LINE RD
BURR RIDGE IL 60527

Notary Public in and for the State of ILLINOIS

My commission expires 04-02-2025

Cook County Clerk's Office