### **UNOFFICIAL COPY**

Doc#. 2321216077 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 07/31/2023 02:53 PM Pg: 1 of 4

RECORDATION REQUESTED BY: American Eagle Bank 556 Randall Road

WHEN RECORDED MAIL TO:

South Elgin, IL 60177

American Eagle Bank 556 Randall Road South Elgin, IL 60177

23324900

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Commercial Loan Department
American Eagle Bank
556 Randall Rd
South Elgin, IL 60177

PRAIRIE TITLE SERVICES 6821 W NORTH AVENUE OAK PARK, IL 60302

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 2, 2023, is made and executed between PROVINCE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY (referred to colow as "Grantor") and American Eagle Bank of Chicago, whose address is 2255 N. Western Ave., Chicago, "L 30647 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 2019 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

The Mortgage dated on or about July 19, 2019 and recorded August 27, 2019 with the Cook County Recorder's Office as Document No. 1923922026.

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

LOT 20 IN THE SUBDIVISION BY THE TRUSTEES' OF THE CHICAGO LAND COMPANY OF BLOCK 23 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1653-1655 W CORTLAND ST, CHICAGO, IL 60622. The Real Property tax identification number is 14-31-414-003-0000.

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

The Mortgage is hereby modified to also secure the following Promissory Note between PROVINCE, L.L.C. and Lender: dated on or about June 2, 2023 in the original principal amount of \$1,250,000.00, together with all modifications, renewals, amendments, extensions, substitutions or replacements thereof.

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

2321216077 Page: 2 of 4

## **UNOFFICIAL COPY**

#### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 358-11 Page 2

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 E IS DATED JUNE 2, 2023.

AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 2,
GRANTOR:
PROVINCE, L.L.C.
Ву:
WILLIAM M. SENNE, Manager of POVINCE, L.L.C.
LENDER:
AMERICAN EAGLE BANK OF CHICAGO
AMERICAN EAGLE BANK OF CHICAGO  Authorized Signer
Authorized Signer
O <sub>sc</sub>

2321216077 Page: 3 of 4

### **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 358-11 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF 1 ) \$\$ COUNTY OF On this day of \_ before me, the undersigned Notary Public, personally appeared WILLIAM M. SENNE, Manager of PROVINCE, L.L.C., and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Residing at By ERICA CAPEK Notary Public in and for the State of OFFICIAL SEAL Notary Public, State of Illinois My commission expires My Commission Expires March 08, 2025

# **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 358-11	(Continued)	Page 4
. väänuutaakkuuniksisisisisisteleteleteletelesäänissä kääntöletuunaassaaakkikaassassaassaassaassaassa	LENDER ACKNOWLEDG	MENT
, authorized egent for instrument and acknowledged s Bank of Chicago, duly authorized otherwise, for the uses and pure second	of and known and known and known and known and instrument to be the free and ad by American Eagle Bank of poses therein mentioned, and on the fact executed this said instrument.  Residing	before me, the undersigned Notary own to me to be the go that executed the within and foregoing I voluntary act and deed of American Eagle Chicago through its board of directors or oath stated that he or she is authorized to ument on behalf of American Eagle Bank of OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 08, 2025
	opr. Finastra USA Corporation 1:\HARLAND\CFI\LPL\G201.FC TR	