

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**Fifth Third Bank, National  
Association  
Attn: Post Closing Exceptions,  
MD ROPS56  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546**

Doc#: 2325533453 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/12/2023 01:52 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**Fifth Third Bank, National  
Association  
Attn: Post Closing Exceptions,  
MD ROPS56  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546**

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**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

**Gloria Irizarry, Loan Documentation Specialist  
Fifth Third Bank  
1850 East Paris SE, MDROPS56  
Grand Rapids, MI 49546**

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## **MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE dated July 1, 2023, is made and executed between DAMAR-KAMINSKI FUNERAL HOME, INC., whose address is 7861 S. 88th Avenue, Justice, IL 60458 (referred to below as "Grantor") and Fifth Third Bank, National Association, whose address is 222 South Riverside Plaza, Chicago, IL 60606 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 1, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage dated as of August 1, 2012, recorded on August 30, 2012 as document #1224342000 and Assignment of Rents therewith executed by Grantor for the benefit of Lender, recorded on August 30, 2012 as document #1224342001; Modified by a Modification of Mortgage dated May 1, 2013, recorded June 12, 2013 as document #1316346040.**

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

**LOTS 1 AND 2 IN DAMAR SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26 AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 7861 S 88th Ave, Justice, IL 60458. The Real Property tax identification number is 18-27-412-009-0000 and 18-27-412-010-0000.

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

**The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated July 1, 2023 in the current principal amount of**

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## MODIFICATION OF MORTGAGE (Continued)

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**\$272,014.51** executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

**Successor In Interest.** MB Financial Bank, N.A. successor in interest to American Chartered Bank, merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

The paragraph titled "**MAXIMUM LIEN**" set forth in the Mortgage is amended as follows:

At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed **\$544,029.02**.

**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 L. 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 JULY 1, 2023.**

**GRANTOR:**

**DAMAR-KAMINSKI FUNERAL HOME, INC.**

By:   
Mark Kaminski, President of DAMAR-KAMINSKI FUNERAL HOME, INC.

By:   
Laura Kaminski, Secretary of DAMAR-KAMINSKI FUNERAL HOME, INC.

**LENDER:**

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 31<sup>st</sup> day of July, 2023 before me, the undersigned Notary Public, personally appeared **Mark Kaminski, President of DAMAR-KAMINSKI FUNERAL HOME, INC. and Laura Kaminski, Secretary of DAMAR-KAMINSKI FUNERAL HOME, INC.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Boguslaw Gal Residing at 708 Fairmont Ct. Westmont, Il. 60559

Notary Public in and for the State of Illinois

My commission expires March 28, 2027



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS


)

) SS

COUNTY OF COOK

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On this 31<sup>st</sup> day of JULY, 2023 before me, the undersigned Notary Public, personally appeared Jason Stegall and known to me to be the VP, authorized agent for Fifth Third Bank, National Association that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Fifth Third Bank, National Association, duly authorized by Fifth Third Bank, National Association 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 Fifth Third Bank, National Association.

By Reginald Montgomery 

Residing at 10759 West 155th St normal park IL 60467

Notary Public in and for the State of ILLINOIS

My commission expires July 7, 2026



County Clerk's Office