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2329622024

RECORDATION REQUESTED BY:

OLD NATIONAL BANK
420 Westmont IL-Ogden
100 E. Ogden Ave.
Westmont, IL 60559

Doc# 2329622024 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/23/2023 03:25 PM PG: 1 OF 5

WHEN RECORDED MAIL TO:

Old National Bank
CBU-3rd Floor
600 N Royal Avenue
Evansville, IN 47715

SEND TAX NOTICES TO:

ALMAX, LLC
1110 BRASSIE AVE
FLOSSMOOR, IL 60422-1504

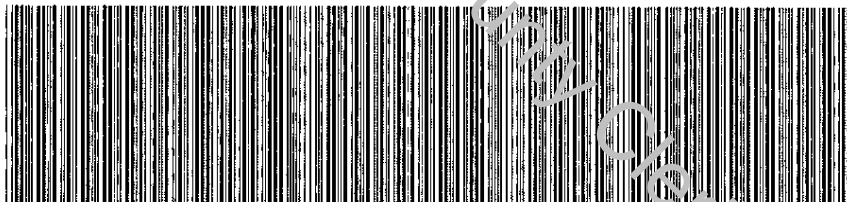
FOR RECORDER'S USE ONLY

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190027786V

This Modification of Mortgage prepared by:

ANNA TOOLEY
OLD NATIONAL BANK
300 North Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE



#####%09272023%0740%#####

THIS MODIFICATION OF MORTGAGE dated September 27, 2023, is made and executed between ALMAX, LLC, whose address is 1110 BRASSIE AVE, FLOSSMOOR, IL 60422-1504 (referred to below as "Grantor") and OLD NATIONAL BANK, whose address is 100 E. Ogden Ave., Westmont, IL 60559 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2019 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded September 11, 2019 as Document No. 1925408726, in Cook County.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3209 LOUIS SHERMAN DR STEGER IL 60475; 3225 HOLEMAN AVE A/K/A 3210 LEWIS AVE STEGER IL 60475; 3046 LOUIS SHERMAN DR, STEGER, IL 60475. The Real Property tax identification number is 32-33-40-80-49-0000; 32-33-40-80-50-0000; 32-33-30-70-41-0000; 32-33-30-70-42-0000; 32-33-30-70-43-0000; 32-33-30-70-44-0000;

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(Continued)**

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32-33-30-70-45-0000; 32-33-30-70-46-0000; 32-33-30-70-47-0000; 32-33-30-70-48-0000.

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

Delete the paragraph title "Note" and replace with "Note". The word "Note" means the following notes from Borrower to Lender in the total amount of \$1,592,000.00; (1) the promissory note dated September 27, 2023 in the original principal amount of \$1,342,000.00 and (2) the Optional Advance Note from Borrower to Lender dated July 5, 2023 in the original principal amount of \$250,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Notes or Agreements.

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.

COLLATERAL INSPECTION/APPRaisal COST REIMBURSEMENT. Upon such frequency as Lender may determine and whether or not Borrower or Grantor is in default, Lender shall be entitled to perform and Grantor shall cooperate with examinations, inspections, audits and appraisals as provided herein. Grantor shall maintain complete and accurate books and records with respect to the Property and Rents including any leases. Upon advance notice by Lender to Grantor, Grantor shall permit access thereto by Lender and by Lender's designated representatives and agents for purposes of inspection, copying and/or auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect and/or appraise any of the Real Property, Improvements and/or Personal Property. Subject to any limitations under applicable law, Grantor shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections or audits of the books and records of Grantor and/or any examinations, inspections and/or appraisals of the Real Property, Improvements and/or Personal Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 27, 2023.

GRANTOR:

ALMAX, LLC

By:

JOSEPH N. NICOLAZZI, MANAGER of ALMAX, LLC

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(Continued)**

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LENDER:

OLD NATIONAL BANK

X

Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

ILLINOIS

)

COUNTY OF

COOK

) SS

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On this

28th

day of

September2023

before me, the undersigned Notary

Public, personally appeared **JOSEPH N. NICOLAZZI, MANAGER of ALMAX, LLC**, 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.

By

Karen A. Lin

Residing at

Isleworth Rd

Notary Public in and for the State of

ILLINOIS

My commission expires

2-28-2026

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LENDER ACKNOWLEDGMENTSTATE OF ILLINOIS

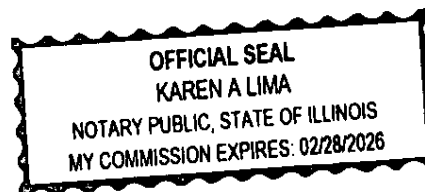
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) SS

COUNTY OF COOK

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On this 28th day of September, before me, the undersigned Notary Public, personally appeared MATTHEW J. BURNS and known to me to be the SENIOR VICE PRESIDENT, authorized agent for **OLD NATIONAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **OLD NATIONAL BANK**, duly authorized by **OLD NATIONAL 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 **OLD NATIONAL BANK**.

By Karen A. LimaResiding at Schellville, ILNotary Public in and for the State of ILLINOISMy commission expires 2-28-2026

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EXHIBIT 'A'

PARCEL 1

LOTS 25 THROUGH 42, BOTH INCLUSIVE IN BLOCK 20 IN KEENEY'S SUBDIVISION OF CHICAGO HEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 1 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 20 IN KEENEY'S SUBDIVISION OF CHICAGO HEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOTS 20 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 5 IN KEENEY'S SUBDIVISION OF CHICAGO HEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, IN COOK COUNTY, ILLINOIS.