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Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Suite 300
Chicago, IL 60601

Doc#. 2329955179 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/26/2023 03:48 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
10 N. Martingale Rd., Suite
160
Schaumburg, IL 60173

SEND TAX NOTICES TO

Sauganash Stores, LLC
1513 Sumter Drive
Long Grove, IL 60047

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Samantha Alanis, Loan Documentation Specialist
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2023, is made and executed between Sauganash Stores, LLC, an Illinois Limited Liability Company, whose address is 1513 Sumter Drive, Long Grove, IL 60047 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Suite 300, Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 18, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 5, 2018, as Document No. 1830919247 and an Assignment of Rents dated October 18, 2018, Recorded November 5, 2018 as Document No. 1830919248.

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

PARCEL 1:

THE NORTHWESTERLY 25 FEET OF LOT 6 IN EDWARD R. WANLAND AND SON'S SAUGANASH PARK RESUBDIVISION OF LOTS 13 TO 25, BOTH INCLUSIVE, IN BLOCK 21 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION TO NORTH EDGEWATER SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHEASTERLY 3 FEET AS MEASURED ON THE FRONT AND REAR LINES OF LOT 5 IN EDWARD R. WANLAND AND SON'S SAUGANASH PARK, BEING A RESUBDIVISION OF LOTS 13 TO 25, BOTH INCLUSIVE, IN BLOCK 21 IN KRENN AND DATO'S ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 40

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MODIFICATION OF MORTGAGE (Continued)

NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 7 IN EDWARD R. WANLAND AND SON'S SAUGANASH PARK, A RESUBDIVISION OF LOTS 13 TO 25, BOTH INCLUSIVE, IN BLOCK 21 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 6 (EXCEPT THE NORTHWESTERLY 28 FEET) IN E. R. WANLAND AND SON'S SAUGANASH PARK, A RESUBDIVISION OF LOTS 13 TO 25, BOTH INCLUSIVE, IN BLOCK 21 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION, A SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 42 RODS) OF THE FRACTIONAL SECTION 3, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4132-42 West Peterson Ave., and 6001-07 North Sauganash Ave., Chicago, IL 60646. The Real Property tax identification number is 13-03-227-050-0000, 13-03-227-051-0000 and 13-03-227-047-0000.

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

This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Note. The word "Note" means the promissory note dated October 18, 2023, in the original principal amount of **\$678,069.89** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

The paragraph entitled "Indebtedness" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Indebtedness. In addition to the obligations set forth in the Note, all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. The Borrower and the Lender specifically contemplate that Indebtedness include indebtedness hereafter incurred by the Borrower to the Lender.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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,

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MODIFICATION OF MORTGAGE

(Continued)

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 AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 2023.


GRANTOR:

SAUGANASH STORES, LLC

By: 
Theodore W. Wanland, Manager of Sauganash Stores, LLC

LENDER:

BYLINE BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Lahe) SS

On this 18th day of October, 2023 before me, the undersigned Notary Public, personally appeared **Theodore W. Wanland, Manager of Sauganash Stores, 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 Amanda Viscarra Residing at Libertyville, IL 60048

Notary Public in and for the State of Illinois

My commission expires 4/21/2024



DeKalb County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Calhoun)

On this 18th day of October, 2023 before me, the undersigned Notary Public, personally appeared Michael Murphy and known to me to be the SVP, authorized agent for Byline Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank, duly authorized by Byline 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 Byline Bank.

By Amanda Viscarra Residing at Libertyville, IL 60068

Notary Public in and for the State of Illinois

My commission expires 4/21/2026

