

# UNOFFICIAL COPY

Doc#: 2330033295 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/27/2023 04:26 PM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

MMK Group Inc.  
3611 N. Harlem Ave.  
Chicago, IL 60634

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Irwin Kalous, Commercial Loan Documentation Specialist  
Byline Bank  
180 N. LaSalle St.  
Chicago, IL 60601

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## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 11, 2023, is made and executed between MMK Group Inc., an Illinois Corporation, whose address is 3611 N. Harlem Ave., Chicago, IL 60634 (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 September 11, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 23, 2008 as Document No. 0826731037 and an Assignment of Rents dated September 11, 2008, Recorded September 23, 2008 as Document No. 0826731038. Modified by Instrument Recorded April 24, 2014 as Document No. 1411447032.

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

THAT PART OF LOT 6 IN BLOCK 6 IN BLOCK 10 IN W.F. KAISER & COMPANY'S ADDISON HEIGHTS SUBDIVISION (BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS), AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 31, 1911, IN BOOK 114, PAGE 10, AS DOCUMENT NUMBER 4769202, SAID PART OF LOT 6 BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, THENCE NORTH 89° 58' 12" EAST, ALONG THE NORTH LINE OF SAID LOT 6, FOR A DISTANCE OF 126.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00° 05' 11" EAST, ALONG THE EAST LINE OF SAID LOT 6, FOR A DISTANCE OF 119.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89° 58' 12" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, FOR A DISTANCE OF 106.38 FEET TO A POINT DISTANT 20.00 FEET

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## MODIFICATION OF MORTGAGE (Continued)

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EAST OF THE SOUTHWEST CORNER OF SAID LOT 6 (SAID POINT ALSO BEING THE EAST CORNER OF A PARCEL OF LAND CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, BY QUIT CLAIM DEED RECORDED ON NOVEMBER 22, 1983, AS DOCUMENT NO. 26870700; THENCE NORTH 45° 00' 54" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, FOR A DISTANCE OF 28.28, TO A POINT OF THE WEST LINE OF SAID LOT 6, DISTANT 20.00 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 00° 00' 00" EAST, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 99.35 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3611 N. Harlem Ave., Chicago, IL 60634. The Real Property tax identification number is 13-19-127-006-0000.

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

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

The "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following: Byline Bank formerly known as North Community Bank, an Illinois Banking Corporation, successor by merger with Plaza Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601.

The paragraph entitled "Maximum Lien" in the Mortgage is hereby deleted and replaced with the following:

**Maximum Lien.** At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,630,000.00.

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 September 11, 2023, in the original principal amount of \$815,000.00 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.

### DUE ON SALE - CONSENT BY LENDER

Lender may, at Lender's options, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

### WAIVER OF RIGHT OF REDEMPTION

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

The paragraph entitled "Indebtedness" is hereby added to the Mortgage and Assignment of Rents:

**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

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## MODIFICATION OF MORTGAGE (Continued)

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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, 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 SEPTEMBER 11, 2023.**

GRANTOR:

MMK GROUP INC.

By:

  
Stephen K. Chacko, President of MMK Group Inc.

LENDER:

BYLINE BANK

x

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
 )

On this 11th day of Sept, 2023 before me, the undersigned Notary Public, personally appeared **Stephen K. Chacko, President of MMK Group Inc.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Kathleen Garvey Patterson Residing at Kane County

Notary Public in and for the State of Illinois

My commission expires 9/8/27



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DeWitt )

On this 11th day of Sept, 2023 before me, the undersigned Notary Public, personally appeared Brett Hassels and known to me to be the AVP, 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 Kathleen Garvey Patterson Residing at Kane County  
 Notary Public in and for the State of Illinois

My commission expires 9/8/27



DeWitt County Clerk's Office