

# UNOFFICIAL COPY

Doc#: 2331906179 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/15/2023 08:51 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**  
Byline Bank, an Illinois State  
Chartered Bank, as successor  
in interest to First Bank &  
Trust  
Corporate Headquarters  
180 N. LaSalle Street  
Suite 300  
Chicago, IL 60601

**WHEN RECORDED MAIL TO:**  
Byline Bank, an Illinois State  
Chartered Bank, as successor  
in interest to First Bank &  
Trust  
Corporate Headquarters  
180 N. LaSalle Street  
Suite 300  
Chicago, IL 60601

**SEND TAX NOTICES TO:**  
3724 Oakton, LLC  
3724 Oakton Street  
Skokie, IL 60076

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Samantha Alanis, Loan Documentation Specialist  
Byline Bank  
180 N. LaSalle Street  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2023, is made and executed between 3724 Oakton, LLC, a Limited Liability Company, whose address is 3724 Oakton Street, Skokie, IL 60076 (referred to below as "Grantor") and Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust, whose address is 180 N. LaSalle Street, Suite 300, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 1, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 10, 2018, as Document No. 1828346185 and an Assignment of Rents dated October 1, 2018, Recorded October 10, 2018 as Document No. 1828346186.

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

LOTS 10 AND 11 IN BLOCK 3 IN ENGLE'S OAKTON STREET SUBDIVISION, BEING A SUBDIVISION OF THAT PART LYING EAST OF PRAIRIE ROAD OF LOT 7, SUPERIOR COURT PARTITION, IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3706 Oakton Street, Skokie, IL 60076. The Real Property tax identification number is 10-23-331-050-0000.

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## MODIFICATION OF MORTGAGE (Continued)

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**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 1, 2023, in the original principal amount of **\$373,940.63** 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 "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Lender.** The word "Lender" means Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank and Trust, its successors and assigns.

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, 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.

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## MODIFICATION OF MORTGAGE (Continued)

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 1, 2023.

GRANTOR:

3724 OAKTON, LLC

By:   
Mourad A. Hanna, Manager of 3724 Oakton, LLC

LENDER:

BYLINE BANK, AN ILLINOIS STATE CHARTERED BANK, AS SUCCESSOR  
IN INTEREST TO FIRST BANK & TRUST

X  SVP  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

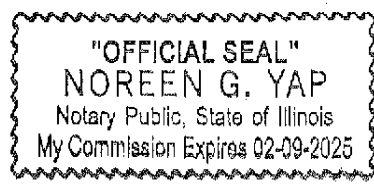
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of October, 2023 before me, the undersigned Notary Public, personally appeared **Mourad A. Hanna, Manager of 3724 Oakton, 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 Noreen G. Yap Residing at 820 Chislow St.

Notary Public in and for the State of IL

My commission expires 2/9/2025



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of October, 2023 before me, the undersigned Notary Public, personally appeared Randall Usen and known to me to be the SVP, authorized agent for **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust**, duly authorized by **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust** 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, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust**.

By Noreen G. Yap Residing at 800 Church St.

Notary Public in and for the State of IL

My commission expires 2/9/2025

