

# UNOFFICIAL COPY

Doc#. 2332133249 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/17/2023 10:28 AM 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:**

Munoz Properties, LLC  
8148 Hess Ave.  
La Grange, IL 60525

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Heidi Schraeder, Loan Documentation Specialist  
Byline Bank  
180 N. LaSalle St.  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2023, is made and executed between Munoz Properties, LLC, an Illinois limited liability company, whose address is 8148 Hess Ave., La Grange, IL 60525 (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 April 10, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated April 10, 2007 recorded on April 11, 2007 as Document No. 0710142130 in Cook County Recorder of Deeds and an Assignment of Rents dated April 10, 2007 recorded dated April 11, 2007 as Document Number 0710142131 in Cook County Recorder of Deeds.

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

LOT 2 IN MARY D. HEANEY'S SUBDIVISION OF LOTS 6 TO 10 INCLUSIVE IN BLOCK 2 OF HENRY WOLFRAM'S FARM BEING A SUBDIVISION OF LOT 8 OF CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2804-06 N. Halsted St., Chicago, IL 60657. The Real Property tax identification number is 14-29-230-031-0000.

**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:

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

1. The word "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 April 10, 2007, between Borrower and Lender, in the original principal amount of \$1,700,000.00, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note, including, most recently, that Promissory Note dated September 15, 2023, between Borrower and Lender, in the principal amount of \$874,523.20.

2. The word "Mortgagee" in the Mortgage and "Assignee" in the Assignment of Rents is hereby deleted and replaced with the following:

**Mortgagee and Assignee.** The word "Mortgagee and Assignee" means Byline Bank, formerly known as North Community Bank, an Illinois banking corporation.

3. The paragraph entitled Cross Collateralization is hereby added to the Mortgage

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures 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.

4. The definition of "Indebtedness hereby secured" on page 2 in the Mortgage should also include the following:

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 SEPTEMBER 15, 2023.

GRANTOR:

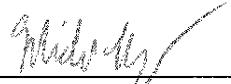
MUNOZ PROPERTIES, LLC

By:   
Antonio Munoz, Manager of Munoz Properties, LLC

By:   
Gail L. Novak-Munoz, Manager of Munoz Properties, LLC

LENDER:

BYLINE BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this 26th day of Oct, 2023 before me, the undersigned Notary Public, personally appeared **Antonio Munoz, Manager of Munoz Properties, LLC and Gail L. Novak-Munoz, Manager of Munoz Properties, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Margaret F. Kenny Residing at BYLINE BANK  
Notary Public in and for the State of IL

My commission expires 1/24/2024

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )

COUNTY OF Cook ) SS

On this 26th day of Oct, 2023 before me, the undersigned Notary Public, personally appeared Michael Ryan and known to me to be the VP, 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 Margaret F. Kenny Residing at Byline Bank

Notary Public in and for the State of IL

My commission expires 1/24/2024



Cook County Clerk's Office