Doc#. 2333533038 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 12/01/2023 09:36 AM Pg: 1 of 8

230997460398
THIS INSTRUMENT PREPARED BY:

Geraci Law Firm 90 Discovery Irvine, California 92618

#### WHEN RECORDED, RETURN TO:

PHD Investments, LLC 953 North Plum Grove Road Unit B Schaumburg, Illinois 60173

Loan No. 36Revere

Property ID No.: 01-27-305-007-0000

#### MODIFICATION OF MORTGAGE

This Modification of Mortgage (this "Agreement") is effective as of November 15, 2023, and is given for the benefit of PHD Investments LLC, an Illinois limited liability company, as mortgagee ("Lender"), by Galaxy Consultants Corp., an Illinois corporation ("Borrower"), the fee owner of the real property known as 36 Revere Drive, South Barrington, Illinois 60010 (the "Property"), as more fully described in Exhibit "A," attached to this Agreement and incorporated herein by reference.

#### RECITAL 3

- A. Lender made a loan to Borrower in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) which is evidenced by a note (arc. "Note") dated August 15, 2022. The Note is secured by a mortgage dated August 15, 2022, and recorded on August 18, 2022, and recorded in first priority position in the Official Records of the County of Cook, State of Illinois as Instrument Number 2223008035 (the "Security Instrument"). The Maturity Date of the Note is August 31, 2023 (the "Maturity Date"); and the unpaid principal balance and accrued interest are and payable to Lender on such date.
- B. Borrower and Lender have entered into that certain Modification Agreement of even date herewith (the "Modification").
- C. The Note, and Security Instrument are referred to collectively herein as the "Loan." The Note, Security Instrument, this Agreement, the Modification, and all other loan documents signed in connection with the Loan, together with any and all additions, rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments thereto, collectively referred to herein as the "Loan Documents."
- D. Borrower now requests, among other things, and Lender agrees to advance funds in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) ("Additional Principal") and to modify the loan to extend the Maturity Date, subject to the terms provided in the Modification. Accordingly, Borrower and Lender have agreed to modify the Security Instrument as set forth below.

#### **AGREEMENT**

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

#### 1. Modifications to the Security Instrument.

- 1.1 Modified Definitions. The following terms are hereby amended as follows:
- 1.1.1. <u>Loan Documents</u>. All references to the term Loan Documents, as defined in the Security Instrument, shall also include the Modification, this Agreement, together with any and all additions, rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments to the Loan Documents.
- 1.1.2. <u>Note</u>. All references to the term Note as defined in the Security Instrument shall also include the Modification, together with any and all rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments to the Note and the Modification.
- 1.2 Extension of Maturity Date. The Maturity Date of the Note shall be extended to August 31, 2024, and any reference to the Maturity Date in the Note and the Security Instrument shall hereafter mean such date ("Ne & Maturity Date").
- 1.3 New Note Amount. The new principal balance of the Loan shall be Six Hundred Fifty Thousand and 00/100 Dollers (\$650,000.00).
- 2. <u>Confirmation of Property and Security Instrument</u>. Borrower hereby acknowledges, agrees, and confirms that all obligations of Borrower to Lender under the Note are secured by a perfected first priority security interest in the Property. Borrower further acknowledges, agrees and confirms that Borrower's obligations to Lender under the Note are secured by the Security Instrument.

#### BORROW' CS INITIALS: TK

- 3. Other Provisions in Full Force. Except as specifically provided herein, the Note, the Security Instrument and the other loan documents shall remain in full force and effect in accordance with their original terms and conditions, including, without limitation, these provisions providing for the acceleration of the indebtedness evidenced by the Note.
- 4. <u>Binding Effect.</u> This Agreement shall bind and benefit the heirs, successors, and assigns of Borrower and Lender, respectively.
- 5. <u>Construction/Severability</u>. If any provision of this Agreement shall be determined to be invalid, void or illegal, such provision shall be construed and amended in a marker which would permit its enforcement but in no event shall such provision effect, impair or invalidate any other provision hereof.
- 6. <u>Counterparts</u>. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. This Agreement shall be deemed fully executed and effective when all parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year set forth above.

IT IS SO AGREED.

[SIGNATURES FOLLOW]

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[THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.]

BORROWER:

GALAXY CONSULTANTS CORP., AN ILLINOIS CORPORATION

By:

De beem Ki.

Cook Counting Clark's Office

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of IL	)			
County of Cook	)			
On <u>Novembes</u> Date	16 <sup>1</sup> , 2023 before me,	Palak Here Insert Name of the	Shah Officer	_, Notary Public
Personally Appeared	Tasneem K	hades		
	Name(s) o	f Signer(s)		,
within instrument and acco		hey executed the same in the person(s), or the ent	n his/her/their authoriz tity upon behalf of wh	ted capacity(ies), ich the person(s)
	Coop	l certify under I laws of the Stat foregoing parag	PENALTY OF PERJU te of	hat the
	04	WITNESS my	hand and official seal.	
	4	Signature	On	
		72	Signature of Notary	, Public
		Notary F My Commiss	P. W. K. SHAH  Official Seal  Public - Seale of Illinois sion Expires Flay 18, 20	126
			0,	S.Co

LENDER:		
PHD INVEST	ments LLC, an Illinois i	LIMITED LIABILITY COMPANY
Bv:	Sel	
Name:	Hemant Shah	
Title:	Marian end and	Membal

Property of Cook County Clark's Office

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of	IL	)			
County of	COOK				
On <u>////</u>	ember 16 <sup>49</sup> , 202 <u>3</u> Date	_ before me,	Palak S Here Insert Nat	hal me of the Officer	, Notary Public
Personally	/.ppcared		Hemant Name(s) of Six		
	I to me of the basis of a	rtiofootom: oviden			are subscribed to the

who proved to me cittle basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and reconveledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/Fer/their signature(s) on the instrument the person(s), or the entity upon behalf of w.
Signature which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_\_\_\_ foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PALAK SHAH Official Seal Notary Public - State of Illinois My Commicsion Expires May 18, 2026

EXHIBIT "A"
LEGAL PROPERTY DESCRIPTION



2333533038 Page: 8 of 8

# LEGAL PROPERTY DESCRIPTION

Permanent Index Number: Property ID: 01-27-305-007-0000

Property Address:

36 Revero Drive South Barrington, IL 60010

Legal Description:
Lot 114 in South Barrir gtc n Lakes, Unit Number 2, being a subdivision of part of Section 27, Township 42 North, Range 9
East of the Third Principe' Maridian according to the plat thereof recorded August 25, 1978 as Document 24599768 in Or Coot County Clark's Office

Order: 230997400398 Doc: 2223008035

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Requested By: mowens, Printed: 11/28/2023 9:56 AM