THIS MORTGAGE HAS BEEN PREPARED BY, AND AFTER RECORDING SHOULD BE **RETURNED TO:**

Robert A. Bosco Lillig & Thorsness, Ltd. 1900 Spring Road, Suite 200 Oak Brook, IL 60523 (630) 571-1900

Doc# 2334545049 Fee \$93.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

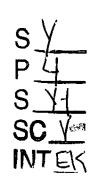
DATE: 12/11/2023 02:36 PM PG: 1 OF 4

SECOND AMENDMENT TO MORTGAGE

CONTRACT (this "Mortga THIS SECOND AMENDMENT TO MORTGAGE (this "Mortgage") is made effective as of the 1st day of October 2023, by and between SB PROPERTIES MANAGEMENT, LLC, an Illinois limited liability company ("Lender") and G. MEESE AND ASSOCIATES, LTD., an Illinois corporation ("Borrower").

RECITALS

- A. On or about December 23, 2014, Borrower executed a note payable to the Lender, whereby Lender agreed to lend, and Borrower agreed to borrow funds in the amount of \$225,000.00 at a rate of 7%, with a monthly payment amount of \$1,496.93, and a Maturity Date of January 1, 2020 (the "Original Note");
- B. The Original Note is secured by a Mortgage dated December 23, 2014, and recorded with the Cook County Recorder of Deeds on January 8, 2015, as Document No. 1500833054 (the "Original Security Instrument");
- C. On or about November 1, 2020, Borrower executed a first amendment to the Original Note, whereby Lender and Borrower agreed to amend the Original Note dawd December 23, 2014, so the \$211,235.31 of Principal was to be paid by Borrower at a rate of 5.5%, with monthly payment of \$1,318.13, and a maturity date of October 1, 2023 (the "First Amendment to Note");
- D. The First Amendment to Note is secured by a First Amendment to Mortgage dated November 1, 2020, and recorded with the Cook County Recorder of Deeds on November 20, 2020, as Document No. 2032510154 (the "First Amendment to Mortgage");
- E. Lender and Borrower desire to amend the First Amendment to Note and the First Amendment to Mortgage;



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NOW THEREFORE, incorporating herein by reference the foregoing Recitals, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree hereto agree as follows:

1. <u>Payment Date</u>. The first paragraph of the First Amendment to Mortgage titled "Payment Date" is hereby deleted and the following inserted in lieu thereof:

"THIS MORTGAGE ("Original Security Instrument") is given on December 23, 2014. The mortgagor is G. Meese and Associates, Ltd., an Illinois corporation of 117 West Lake Shore Drive, Barrington, Illinois 60011 ("Borrower"). This Original Security Instrument is given to Sb Properties Management, LLC, an Illinois limited liability company, 1590 West Algonquin Road, Unit 139, Hoffman Estates, Illinois 60192 ("Lender"). Borrower owes Lender the principal sum of One Hundred Ninety-Seven Thousand Five Hundred Seventy-One Dollars and Forty-Two Cents (U.S. \$197,571.42). This debt is evidenced by Borrower's Second Amendment to Note as amended from time to time, dated the same date as this Mortgage ("Second Argendment to Note"), which provides for monthly payments, with the full debt, if not paid earlier and payable on October 1, 2024. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Second Amendment to Note, with interest, and all renewals, extensions and modifications of the Second Amendment to Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and Second Amendment to Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in Cook County, Illinois:

LOT 6 IN NATHAN'S GLENN SUBDIVISION, BEDG A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 2006 AS DOCUMENT NUMBER 0601027121, IN COOK COUNTY, ILLINOIS.

P.I.N.: 01-22-205-001-0000

which has the address of 14 Leanda Lane (Lot 6), South Barrington, Illinois 60010 ("Property");

- 2. <u>Capitalized terms</u>. Capitalized terms as used herein, shall have the meaning ascribed in the Original Security Instrument, unless the context hereof requires otherwise.
- 3. <u>Reacknowledgement</u>. Borrower hereby remakes, reconfirms and reacknowledges each and every representation, warranty, covenant, and agreement contained in the Original Security Instrument, the Original Note, the First Amendment to Note, and the First Amendment to Mortgage as if such representations, warranties, covenants, and agreements were restated herein, which representations, warranties, covenants and agreements shall refer to and include the Property.

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4. <u>Ratification</u>. The Original Security Instrument and First Amendment to Mortgage, as amended hereby, are ratified, confirmed and in full force and effect. In the event of a conflict between this Mortgage, the First Amendment to Mortgage, or the Original Security Instrument, this Mortgage shall control.

IN WITNESS WHEREOF, Lender and Borrower have caused this Mortgage to be executed on the day and date above written.

LENDER:

SB PROPERTIES MANAGEMENT, LLC, an Illinois limited liability company

Name: Timothy E. Johnson

Its: Manager

STATE OF ILLINOIS)

(CAPPENDED) SS.

COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TIMOTHY E. JOHNSON, Manager of SB PROPERTIES MANAGEMENT, LLC, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as trustee aforesaid, for the uses and purposes herein set forth.

Given under my hand and official seal, this 29 day of November 2023

OFFICIAL SEAL
JOSELINE ZAVALA
Notary Public - State of Illinois
My Commission Expires 5/22/2027

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BORROWE	R	ı
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G	MEESE	&	ASSI	CIA	TES,	LTD.,
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an Illinois corporation

Name: Kevin S. Meese

Its: President

STATE OF ILLINOIS

SS.

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN S. MEESE, President of G. MEESE AND ASSOCIATES, LTD., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary and, for the uses and purposes herein set forth.

Given under my hand and official seal, this 21 day of November 2023

OFFICIAL SEAL BRUCE N TINKOFF NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/05/24

NOTARY PUBLIC