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Doc#: 2336206075 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/28/2023 10:20 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
OLD NATIONAL BANK
779 Chicago Metro CRE
Banking
8750 W BRYN MAWR, STE
1300
Chicago, IL 60631

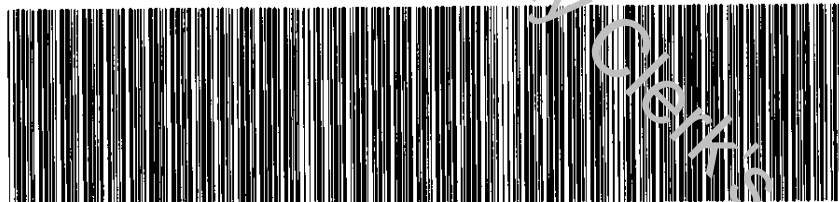
WHEN RECORDED MAIL TO:
Old National Bank
CBU-3rd Floor
600 N Royal Avenue
Evansville, IN 47715

SEND TAX NOTICES TO:
TBS HOYNE, L.L.C.
3754 N SOUTHPORT AVE
CHICAGO, IL 60613-3719

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
ANNA TOOLEY
OLD NATIONAL BANK
8750 W BRYN MAWR, STE 1300
Chicago, IL 60631

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated December 19, 2023, is made and executed between TBS HOYNE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY (referred to below as "Grantor") and OLD NATIONAL BANK, whose address is 8750 W BRYN MAWR, STE 1300, Chicago, IL 60631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 30, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded July 31, 2013 as Doc #1321222002 in the office of the Recorder of Cook County, Illinois.

Effective February 16, 2022, Lender became the successor by merger of First Midwest bank, the owner and holder of all its assets including promissory notes, mortgages, security agreements, accounts, investment accounts and other agreements and documents. .

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set

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MODIFICATION OF MORTGAGE (Continued)

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forth herein.

The Real Property or its address is commonly known as 3701-3711 N HOYNE AVE, CHICAGO, IL 60618. The Real Property tax identification number is 14-19-123-019-0000.

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

The word "Note" means the promissory note dated December 19, 2023 in the original principal amount of \$1,575,000.00 from TBS Hoyne, L.L.C. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note. The maturity date of the Note is January 15, 2029.

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 endorser 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.

COLLATERAL INSPECTION/APPRaisal COST REIMBURSEMENT. Upon such frequency as Lender may determine and whether or not Borrower or Grantor is in default, Lender shall be entitled to perform and Grantor shall cooperate with examinations, inspections, audits and appraisals as provided herein. Grantor shall maintain complete and accurate books and records with respect to the Property and Rents including any leases. Upon advance notice by Lender to Grantor, Grantor shall permit access thereto by Lender and by Lender's designated representatives and agents for purposes of inspection, copying and/or auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect and/or appraise any of the Real Property, Improvements and/or Personal Property. Subject to any limitations under applicable law, Grantor shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections or audits of the books and records of Grantor and/or any examinations, inspections and/or appraisals of the Real Property, Improvements and/or Personal Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 2023.

GRANTOR:

TBS HOYNE, L.L.C.

TBS PROPERTIES L.L.C., MEMBER of TBS HOYNE, L.L.C.

By: 

TED SILVERSTEIN, Member of TBS PROPERTIES L.L.C.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

OLD NATIONAL BANK

X Mama Schorr
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

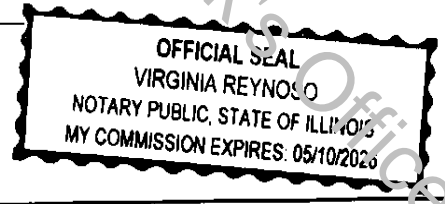
STATE OF IL)
) SS
COUNTY OF COOK)

On this 21st day of December, 2023 before me, the undersigned Notary Public, personally appeared **TED SILVERSTEIN, Member of TBS PROPERTIES L.L.C., MEMBER of TBS HOYNE, L.L.C.**, 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 Virginia Reynoso Residing at Chicago IL

Notary Public in and for the State of IL

My commission expires 5/10/26



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

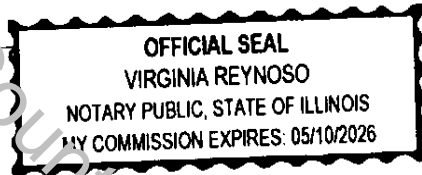
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 21st day of December, 2023 before me, the undersigned Notary Public, personally appeared Thomas Schroeden and known to me to be the Sr. Vice President, authorized agent for **OLD NATIONAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **OLD NATIONAL BANK**, duly authorized by **OLD NATIONAL 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 **OLD NATIONAL BANK**.

By Virginia Reynoso Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 5/10/26



Clerk's Office

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EXHIBIT A

LOTS 76 AND 77 AND THE WEST 15 FEET OF LOT 78 IN THE SUBDIVISION OF LOT 2 IN GEORGE SELLER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3701-3711 N Hoyne Ave, Chicago, IL 60618
Permanent tax ID: 14-19-123-019-0000

Property of Cook County Clerk's Office