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Doc#. 2401833236 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/18/2024 11:54 AM Pg: 1 of 4

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:

Mr. Pollo 2, LLC - Lawrence
Series
2158 Cedar Rd.
Homewood, IL 60430

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 November 22, 2023, is made and executed between Mr. Pollo 2, LLC - Lawrence Series, a series of an Illinois limited whose address is 2158 Cedar Rd., Homewood, IL 60430 (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 August 22, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated August 22, 2018 recorded on August 30, 2018 as Document No. 1824249187 in Cook County Recorder of Deeds and an Assignment of Rents dated August 22, 2018 recorded on August 30, 2018 as Document No. 1824249188 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 8 IN BLOCK 3 IN L.C. CRANDALL'S SUBDIVISION OF BLOCKS 3 AND 18 ON MONTROSE IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4477 W. Lawrence Ave., Chicago, IL 60630. The Real Property tax identification number is 13-15-105-004-0000.

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)

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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 November 22, 2023, between Borrower and Lender, in the original principal amount of \$138,586.19 together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

2. 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 22, 2023.

GRANTOR:

MR. POLLO 2, LLC - LAWRENCE SERIES

By: Diego F. Barrera

Diego F. Barrera, Manager of Mr. Pollo 2, LLC - Lawrence Series

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

BYLINE BANK

X *[Signature]*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILL)
) SS
COUNTY OF Cook)

On this 22ND day of NOV, 2023 before me, the undersigned Notary Public, personally appeared **Diego F. Barrera, Manager of Mr. Pollo 2, LLC - Lawrence Series**, 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 *[Signature]* Residing at 5201 183RD ST

Notary Public in and for the State of ILL

My commission expires 5/22/26



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF Cook)

On this 22nd day of November, 2023 before me, the undersigned Notary Public, personally appeared Ruben Fonseca and known to me to be the Lender, 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 Tani L Kurecki Residing at 8001 183rd St

Notary Public in and for the State of Ill

My commission expires 5/22/26



County Clerk's Office