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RECORDATION REQUESTED BY:

Wheaton Bank & Trust
Company, N.A.
100 N. Wheaton Avenue
Wheaton, IL 60187



Doc# 2404434003 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/13/2024 09:50 AM PG: 1 OF 4

WHEN RECORDED MAIL TO:

Wheaton Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Wheaton Bank & Trust Company
100 N. Wheaton Avenue
Wheaton, IL 60187

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 22, 2024, is made and executed between WDHG 435 Erie, LLC, whose address is 430 W. Erie Street, Suite 403, Chicago, IL 60654 (referred to below as "Grantor") and Wheaton Bank & Trust Company, N.A., whose address is 100 N. Wheaton Avenue, Wheaton, IL 60187 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 17, 2022 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 20, 2022 as Document Number 2229345143.

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

Unit Number C-104 and P-603 in the Erie Centre Condominium, as delineated on a survey of the following tract of land:

Portions of certain lots in Block 1 of Assessor's Division of part (South of Erie Street and East of Chicago River) of the East half of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian; which survey is attached as Exhibit "E" to the Declaration of Condominium recorded as Document No. 97719736; together with its undivided percentage interest in the common elements in Cook County, Illinois.

The Real Property or its address is commonly known as 435 W. Erie Street, Unit 104, Chicago, IL 60654. The Real Property tax identification number is 17-09-127-039-1167 and 17-09-127-039-1399.

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

1) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,190,000.00.

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MODIFICATION OF MORTGAGE (Continued)

2) The definition of **Note** is hereby restated in its entirety to mean the following:

Note. The word "Note" means a Promissory Note dated January 16, 2024, as amended from time to time, in the original principal amount of \$1,095,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

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.

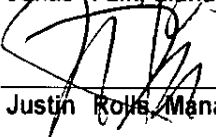
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 22, 2024.

GRANTOR:

WDHG 435 ERIE, LLC

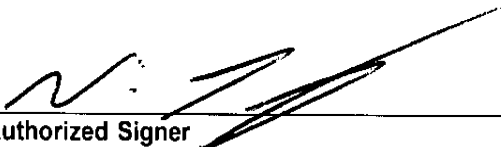
WELL DONE HOSPITALITY GROUP, LLC , Manager of WDHG 435 Erie, LLC

By: 
Jonas Falk, Manager of Well Done Hospitality Group, LLC

By: 
Justin Rolfs, Manager of Well Done Hospitality Group, LLC

LENDER:

WHEATON BANK & TRUST COMPANY, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 22 day of January, 2024 before me, the undersigned Notary Public, personally appeared **Jonas Falk, Manager of Well Done Hospitality Group, LLC , Manager of WDHG 435 Erie, LLC and Justin Rolls, Manager of Well Done Hospitality Group, LLC , Manager of WDHG 435 Erie, 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 Vanessa Chavez Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3/29/2029



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

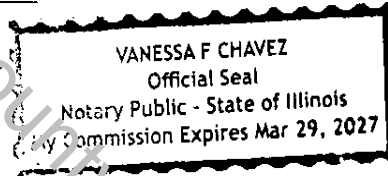
COUNTY OF COOK)

On this 22 day of January, 2024 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **Wheaton Bank & Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Wheaton Bank & Trust Company, N.A.**, duly authorized by **Wheaton Bank & Trust Company, N.A.** 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 **Wheaton Bank & Trust Company, N.A.**.

By Vanessa Chavez Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 3/29/2024



PROPOSED
COUNTY CLERK'S OFFICE