

# UNOFFICIAL COPY

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KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

Date 3/14/2024 11:04 AM Pg: 1 of 6

**RECORDATION REQUESTED BY:**

Hinsdale Bank & Trust  
Company, N.A.  
25 E. First Street  
Hinsdale, IL 60521

**WHEN RECORDED MAIL TO:**

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

23GSA827157NH

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Operations, Loan Documentation Specialist  
Hinsdale Bank & Trust Company, N.A.  
25 E. First Street  
Hinsdale, IL 60521

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 23, 2024, is made and executed between TPS Ventures LLC, whose address is 8300 W. Wolf Rd., Willow Springs, IL 60480 (referred to below as "Grantor") and Hinsdale Bank & Trust Company, N.A., whose address is 25 E. First Street, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 15, 2023 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds on March 10, 2023 as Document Number 2306934003.

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

**PARCEL 1:**

THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 110.32 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE EASTERLY PARALLEL WITH THE NORTH LINE THEREOF 69.0 FEET; THENCE NORTH 46 DEGREES, 39 MINUTES, 08 SECONDS EAST 23.16 FEET; THENCE NORTH 75 DEGREES, 07 MINUTES, 28 SECONDS EAST 17.88 FEET; THENCE SOUTH 82 DEGREES, 28 MINUTES, 40 SECONDS EAST 6.26 FEET; THENCE SOUTH 47 DEGREES, 15 MINUTES, 26 SECONDS EAST 12.92 FEET; THENCE SOUTH 20 DEGREES, 31 MINUTES, 08 SECONDS EAST 11.64 FEET, TO A POINT IN A LINE 110.32 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE THEREOF; THENCE EASTERLY ALONG SAID PARALLEL LINE 350.73 FEET TO THE WEST LINE OF THE EAST 187.46 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, AFORESAID; THENCE NORTH ALONG SAID WEST LINE 110.32 FEET OF THE NORTH LINE THEREOF; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 473.54 FEET TO THE NORTHWEST CORNER

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## MODIFICATION OF MORTGAGE (Continued)

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THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF 110.32 FEET OF THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE NORTH 150 FEET OF THE EAST 187.46 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE SOUTH 25 FEET OF THE SOUTH 2 ACRES OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 242.46 FEET THEREOF) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE SOUTH 23 FEET OF THE EAST 242.46 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:** THE SOUTH 2 ACRES OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 242.46 FEET THEREOF AND EXCEPT THE SOUTH 25 FEET THEREOF) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 110.32 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 69.00 FEET; THENCE NORTH 46 DEGREES 39 MINUTES 8 SECONDS EAST, 23.16 FEET; THENCE NORTH 75 DEGREES 7 MINUTES 28 SECONDS EAST, 17.88 FEET; THENCE SOUTH 82 DEGREES 28 MINUTES 40 SECONDS EAST, 6.26 FEET; THENCE SOUTH 47 DEGREES 15 MINUTES 26 SECONDS EAST, 12.92 FEET; THENCE SOUTH 20 DEGREES 31 MINUTES 8 SECONDS EAST, 11.64 FEET TO SAID PARALLEL LINE; THENCE EASTERLY ALONG SAID PARALLEL LINE, 108.65 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE 241.93 FEET TO THE WEST LINE OF THE EAST 187.46 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 0 DEGREES 2 MINUTES 3 SECONDS WEST, ALONG SAID WEST LINE, 30.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 241.61 FEET (TO A POINT CURRENTLY 0.04 FEET EASTERLY OF THE UPPER CONCRETE POOL DECK); THENCE NORTH 0 DEGREES 34 MINUTES 38 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

A NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 6, OVER THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 110.32 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 69.00 FEET; THENCE NORTH 46 DEGREES 39 MINUTES 8 SECONDS EAST, 23.16 FEET;

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THENCE NORTH 75 DEGREES 7 MINUTES 28 SECONDS EAST, 17.88 FEET; THENCE SOUTH 82 DEGREES 28 MINUTES 40 SECONDS EAST, 6.26 FEET; THENCE SOUTH 47 DEGREES 15 MINUTES 26 SECONDS EAST, 12.92 FEET; THENCE SOUTH 20 DEGREES 31 MINUTES 8 SECONDS EAST, 11.64 FEET TO SAID PARALLEL LINE; THENCE EASTERLY ALONG SAID PARALLEL LINE, 108.65 FEET; THENCE SOUTH 0 DEGREES 34 MINUTES 38 SECONDS EAST, 20.00 FEET (TO A POINT CURRENTLY 0.04 FEET EASTERLY OF THE UPPER CONCRETE POOL DECK); THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 231.78 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 0 DEGREES 4 MINUTES 46 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY AS SET FORTH IN TRUSTEE'S DEED RECORDED FEBRUARY 27, 2004 AS DOCUMENT 0405833094.

EXCEPT THAT PART SAID PARCELS 1, 4 AND 6 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF PARCEL 6 AND A LINE THAT IS 202.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH ALONG SAID PARALLEL LINE 163.32 FEET TO THE NORTH LINE OF SAID PARCEL 4; THENCE WEST ALONG THE NORTH LINE OF PARCEL 4, 32.00 FEET; THENCE SOUTH ON A LINE 234.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 31, A DISTANCE OF 163.32 FEET TO THE SOUTH LINE OF SAID PARCEL 6; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8300 S. Wolf Rd., Willow Springs, IL 60480. The Real Property tax identification number is 18-31-203-015-0000; 18-31-203-016-0000; 18-31-203-017-0000; 18-31-203-023-0000; 18-31-203-026-0000; 18-31-203-036-0000.

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

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

**Note.** The word "Note" means a Promissory Note dated February 23, 2024, as amended from time to time, in the original principal amount of \$1,243,200.00 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. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**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.

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## MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 23, 2024.

GRANTOR:

TPS VENTURES LLC

By: Kenneth E. Hall  
Kenneth E. Hall, Manager of TPS Ventures LLC

By: Peter J. Ciccone III  
Peter J. Ciccone III, Manager of TPS Ventures LLC

LENDER:

HINSDALE BANK & TRUST COMPANY, N.A.

x Sean D. [Signature]  
Authorized Signer

PROPERTY OF Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

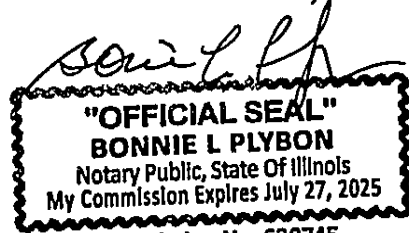
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 26 day of February, 2024 before me, the undersigned Notary Public, personally appeared Kenneth E. Hall, Manager of TPS Ventures LLC and Peter J. Ciccone III, Manager of TPS Ventures 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 Bonnie L. Plybon Residing at 6262 Rt. 83, W. Union

Notary Public in and for the State of ILLINOIS

My commission expires 7/27/2025



Commission No. 630745

PROCESSED BY COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 26 day of February, 2024 before me, the undersigned Notary Public, personally appeared Sean Dany and known to me to be the \_\_\_\_\_, authorized agent for Hinsdale 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 Hinsdale Bank & Trust Company, N.A., duly authorized by Hinsdale 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 Hinsdale Bank & Trust Company, N.A..

By Bonnie L. Plybon Residing at 6262 Rt. 85 Willowbrook

Notary Public in and for the State of Illinois

My commission expires 7/27/2025

