

UNOFFICIAL COPY

Doc#: 2407520118 Fee: \$107.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 3/15/2024 10:31 AM Pg: 1 of 4

1 of 1
TRULY
TITLE
23000072-20

**WHEN RECORDED MAIL TO:
AMERICAN COMMUNITY
BANK & TRUST
AN ILLINOIS STATE BANKING
ASSOCIATION
P.O. BOX 1720
WOODSTOCK, IL 60098**

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by
VICTORIA SPINIOLAS, COMMERCIAL LOAN REPRESENTATIVE
AMERICAN COMMUNITY BANK & TRUST
P.O. BOX 1720
WOODSTOCK, IL 60098**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 6, 2024, is made and executed between SASA HOLDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY (referred to below as "Grantor") and AMERICAN COMMUNITY BANK & TRUST, whose address is P.O. BOX 1720, WOODSTOCK, IL 60098 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2023 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 18, 2023 as Document Number 2310813053.

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

PARCEL 1:

THAT PART OF LOT 93 IN CENTEX INDUSTRIAL PARK UNIT NO. 10, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 93, 25.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 93, A DISTANCE OF 190.0 FEET; THENCE NORTHERLY 160.42 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 93, 37.50 FEET WEST OF THE NORTHEAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF LOTS 94, 95 AND 96 IN CENTEX INDUSTRIAL PARK UNIT NO. 10, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1800 TOUHY AVENUE, ELK GROVE VILLAGE, IL

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Page 2

60007. The Real Property tax identification number is 08-26-303-027-0000.

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

The herein described Mortgage is hereby increased from \$1,000,000.00 to \$2,000,000.00 and is modified to secure the Promissory Note dated February 6, 2024 in the original amount of \$4,000,000.00 from Borrower to Lender, the Promissory Note dated February 6, 2024 in the original amount of \$2,000,000.00 from Borrower to Lender, the Promissory Note dated February 6, 2024 in the original amount of \$1,017,727.89 from Borrower to Lender and the Promissory Note dated February 6, 2024 in the original amount of \$1,000,000.00 from SASA HOLDING, LLC to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note or Agreements.

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.

COUNTERPART SIGNATURES. Counterpart and Facsimile. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

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 6, 2024.

GRANTOR:

SASA HOLDING, LLC

By: 
MARTIN L. STRAUS, Manager of SASA HOLDING, LLC

LENDER:

AMERICAN COMMUNITY BANK & TRUST

X 
 Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

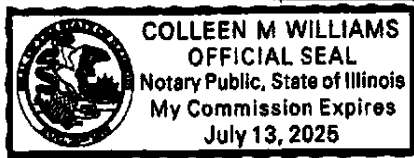
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 6th day of February, 2024 before me, the undersigned Notary Public, personally appeared **MARTIN L. STRAUS, Manager of SASA HOLDING, LLC**, 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 Colleen M Williams Residing at MD Project IL

Notary Public in and for the State of IL

My commission expires 7/13/25



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)

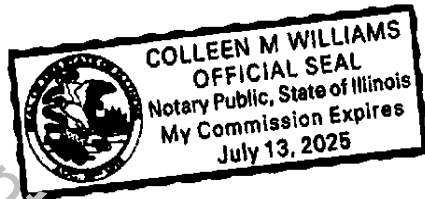
COUNTY OF Cook)
) SS
)

On this 6th day of February, 2024 before me, the undersigned Notary Public, personally appeared JAMES CAMERON MCGILVER and known to me to be the AVP, authorized agent for **AMERICAN COMMUNITY BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN COMMUNITY BANK & TRUST**, duly authorized by **AMERICAN COMMUNITY BANK & TRUST** 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 **AMERICAN COMMUNITY BANK & TRUST**.

By Colleen M. Williams Residing at not provided IL

Notary Public in and for the State of IL

My commission expires 7/13/25



Cook County Clerk's Office