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**THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:**

**Katherine M. Spangler
Loan Specialist
Time Bank f/k/a
Park Ridge Community Bank
626 Talcott Road
Park Ridge, IL 60068
(847) 384-9200**

Doc#: 2410025041 Fee: \$107.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 4/9/2024 1:17 PM Pg: 1 of 7

ADDRESS OF PROPERTY:

For Recorders Use Only

**269 8TH STREET
WHEELING, IL 60090**

PIN: 03-02-313-002-0000

MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS made as of the 29th day of February 2024 (this "Modification Agreement"), by and among Pete Buildings LLC, a Delaware Limited Liability Company ("Mortgagor") and TIME BANK F/K/A PARK RIDGE COMMUNITY BANK ("Mortgagee").

RECITALS

Mortgagee provided a \$825,000.00 loan (the "Loan") to Mortgagor, (Mortgagor and Peter Shapiro are referred to individually and collectively as the "Borrower"), as evidenced by a Promissory Note in the amount of \$825,000.00 (the "Prior Note") dated as of September 26, 2019 payable to Mortgagee which Note was extended by three consecutive letters dated September 16, 2021, October 30, 2023 and November 29, 2023 and is contemporaneously herewith being modified pursuant to the terms of an Amended and Restated Promissory Note in the amount of \$1,000,000.00 dated of even date herewith executed by Borrower (hereinafter referred to with all extensions, renewals, modifications and substitutions thereof as the "Note").

Repayment of the Loan is secured in part by that certain Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment") dated as of September 26, 2019 and recorded on October 7, 2019 in the office of the Cook County Recorder, Illinois, as

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Document Numbers: 1928049206 and 1928049207, respectively, which encumbers certain real estate located in Cook County, Illinois legally described on Exhibit "A" attached hereto (the "Mortgaged Property"). The parties hereto desire and do hereby restate, reaffirm and regrant said Mortgage so the Mortgage and Assignment of Rents are hereafter, and have heretofore from the original date of the Loan remained as collateral security for the repayment of the Loan.

WHEREAS, Borrower has requested a \$175,000.00 increase in the loan amount from \$825,000.00 to \$1,000,000.00; and

WHEREAS, Mortgagee has agreed to such increase subject to and provided that Mortgagor complies with certain terms and conditions including, but not limited to Borrower executing and delivering an Amended and Restated Promissory Note dated of even date herewith and in form acceptable to Mortgagee.

The parties hereto desire to enter into this Modification of Mortgage and of Assignment of Rents for the purpose of modifying the Mortgage and the Assignment of Rents to accurately reflect that the Note is secured hereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the Note and Collateral Documents as follows:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The term "Note" as it appears in the Mortgage and Assignment of Rents means the Amended and Restated Promissory Note as amended, modified, or restated from time to time.
3. The definition of the "Note" as it appears in the Mortgage and Assignment of Rents is amended by deleting \$825,000.00 and substituting \$1,000,000.00.
4. The maximum principal amount of indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased from \$825,000.00 to \$1,000,000.00.
5. Any reference to maturity date in the Mortgage is hereby extinguished retroactive to the original date of the Note.
6. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties, their successors and assigns.

This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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In addition, this agreement may contain more than one counterpart of the signature page and this agreement may be executed by affixing of the signatures of each of the parties to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 29th day of February 2024.

Mortgagor:

PETE BUILDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: *Peter Shapiro* *MANAGER*
Peter Shapiro, Manager of Peté Buildings
LLC, a Delaware Limited Liability
Company

TIME BANK

By: *John Hunt*
John Hunt, Vice President

Attest: *Thomas Carter*
Thomas Carter, Jr., Assistant Vice President

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

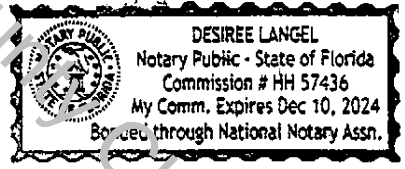
STATE OF FL

COUNTY OF Miami-Dade

On this 29 day of February, 2024, before me, the undersigned Notary Public, personally appeared Peter Shapiro Manager of Pete Buildings LLC, a Delaware Limited Liability Company, and known to me to be a member or designated agent of the limited liability company that executed the foregoing instrument and acknowledged the said instrument 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 she is authorized to execute said instrument and in fact executed it on behalf of the limited liability company. Given under my hand and Notary Seal this 29 day of February, 2024.

By: Peter Shapiro Residing at 220 Poinciana Island Dr
Sunny Isles, FL 33160
Notary Public in and for the State of FL

My commission expires 12/10/2024



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MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS

BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John Hunt, personally known to me to be the Vice President of TIME BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 4th day of March, 2024.

By: *Vincenza Squeo* Residing at *Park Ridge*
 Notary Public in and for the State of *Illinois*
 My commission expires *1/24/2026*



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MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS

BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas Carter, Jr., personally known to me to be the Assistant Vice President of TIME BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 4th day of March, 2024.

By: Vincenza Squeo Residing at Park Ridge

Notary Public in and for the State of Illinois

My commission expires 1/24/2026



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EXHIBIT "A"

LOT 145 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 269 8TH STREET, WHEELING, IL 60090

PIN: 03-02-313-002-0000

Property of Cook County Clerk's Office