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Doc#: 2417702036 Fee: \$107.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 6/25/2024 10:49 AM Pg: 1 of 6

2011949-DD1

Prepared by &

RECORDATION REQUESTED BY:

Optus Bank
Main Office
1241 Main Street
Suite 100
Columbia, SC 29201

WHEN RECORDED MAIL TO:

Optus Bank
Main Office
1241 Main Street
Suite 100
Columbia, SC 29201

SEND TAX NOTICES TO:

Optus Bank
Main Office
1241 Main Street
Suite 100
Columbia, SC 29201

FOR RECORDER'S USE ONLY

2011949-DD1 (non-agency)
(Cook)

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE



010003630074006142024

THIS MODIFICATION OF MORTGAGE dated June 14, 2024, is made and executed between TAK Group Investments, LLC (referred to below as "Grantor") and Optus Bank, whose address is 1241 Main Street, Suite 100, Columbia, SC 29201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2023 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Real Estate Construction Mortgage dated June 22, 2023, in the original principal amount of \$2,330,530.00, recorded on July 10, 2023, as Instrument No. 2319128063, in the records of Cook County, Illinois. Grantor also granted to Lender a Security Interest in all rents and certain personal property at the same location in that certain Real Estate Construction Mortgage dated June 22, 2023, described above.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 15022 Lincoln Avenue, Dolton, IL 60419. The Real

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10003630

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Property tax identification number is 29-11-404-005-000, 29-11-404-006-000, 29-11-404-007-000, 29-11-404-008-000.

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

WHEREAS, Mortgagor hereby acknowledges, agrees, verifies, ratifies and affirms that as of Modification Date, the outstanding principal balance on the Obligation is \$2,286,945.18 and;

WHEREAS, the Mortgagor has requested that the Mortgage be modified in order to advance additional funds and extend the interest only draw period to complete construction on the subject property;

NOW, THEREFORE, by mutual agreement of the parties and in mutual consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is modified as follows:

The Mortgagor has this day borrowed and received from Lender on the security of that certain Real Estate Construction Mortgage dated June 22, 2023, the additional sum of \$2,876,898.00, thereby increasing the principal amount of the Loan to \$5,207,428.00, as described under the terms of the Change in Terms Agreement of even date herewith.

The Construction Loan Draw period and corresponding interest payment period is hereby extended from July 22, 2024 to July 22, 2025, under the terms of the Change in Terms Agreement of even date herewith.

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 JUNE 14, 2024.

GRANTOR:

TAK GROUP INVESTMENTS, LLC

By: 

Tiffany A. Kamara, Managing Member of TAK Group Investments, LLC

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10003630

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LENDER:

OPTUS BANK

X Benita E. Lefft, Chief Operating Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

On this 14TH day of June, 2024 before me, the undersigned Notary Public, personally appeared Tiffany A. Kamara, Managing Member of TAK Group Investments, 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 [Signature] Residing at [Address]

Notary Public in and for the State of IL

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10003630

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LENDER:

OPTUS BANK

x *Benita E. Lefft*
Benita E. Lefft, Chief Operating Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

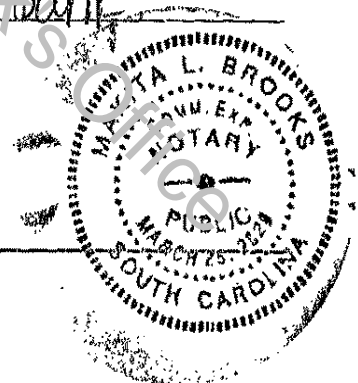
STATE OF South Carolina)
COUNTY OF Richland) SS

On this 14th day of June 2024 before me, the undersigned Notary Public, personally appeared Tiffany A. Kamara, Managing Member of TAK Group Investments, 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 *Marybeth J. [Signature]* Residing at Optus Bank

Notary Public in and for the State of South Carolina

My commission expires March 25, 2029



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10003630

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LENDER ACKNOWLEDGMENT

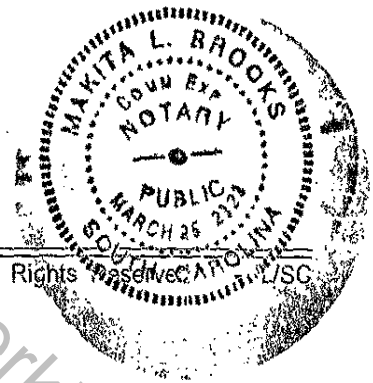
STATE OF South Carolina)
)
 COUNTY OF Richland) SS
)

On this 14th day of June, 2024 before me, the undersigned Notary Public, personally appeared Denita E. Leff and known to me to be the **Chief Operating Officer**, authorized agent for **Optus Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Optus Bank**, duly authorized by **Optus 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 **Optus Bank**.

By [Signature] Residing at Optus Bank

Notary Public in and for the State of South Carolina

My commission expires March 25, 2029



Richland County Clerk's Office

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EXHIBIT A

LOTS 3, 4, 5 AND 6, AND THE NORTHERLY HALF OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS AS SHOWN IN THE ORDINANCE RECORDED SEPTEMBER 4, 1986 AS DOCUMENT 86393910, IN BLOCK 1 IN CALUMET WOODLANDS, A SUBDIVISION OF LOTS 6 AND 7 OF DIEKMAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, (EXCEPT 6 ACRES IN SQUARE FORM IN THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 11) AND ALSO THE NORTHEAST QUARTER OF SECTION 14, (EXCEPT A TRIANGULAR PIECE OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER LYING SOUTHERLY OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD) ALL BEING IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, LYING NORTH OF THE CALUMET RIVER, IN COOK COUNTY, ILLINOIS.

Property address: 15022 Lincoln Avenue, Dolton, IL 60419
Tax Number: 29-11-404-005-0000

Property address: 15022 Lincoln Avenue, Dolton, IL 60419
Tax Number: 29-11-404-006-0000

Property address: 15022 Lincoln Avenue, Dolton, IL 60419
Tax Number: 29-11-404-007-0000

Property address: 15022 Lincoln Avenue, Dolton, IL 60419
Tax Number: 29-11-404-008-0000