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Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Suite 300
Chicago, IL 60601

Doc#: 2419720742 Fee: \$107.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 7/15/2024 3:32 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
10 N. Martingale Rd., Suite
160
Schaumburg, IL 60173

SEND TAX NOTICES TO:

Keen Edge Company, Inc.
8615 Ogden Ave.
Lyons, IL 60534

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cheryl Nelligan, Loan Documentation Department
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 4, 2024, is made and executed between Keen Edge Company, Inc., an Illinois Corporation, whose address is 8615 Ogden Ave., Lyons, IL 60534 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Suite 300, Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 16, 1991 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Trust Deed dated March 16, 1991 recorded as Document No. 91156665 in Cook County Recorder of Deeds, an Assignment of Rents dated March 16, 1991 recorded as Document No. 91156666 in Cook County Recorder of Deeds, an Extension Agreement dated April 16, 1992 recorded as Document No. 92269459 in Cook County Recorder of Deeds, an Extension Agreement dated April 16, 1993 recorded as Document No. 93340741 in Cook County Recorder of Deeds, an Extension Agreement dated April 16, 1994 recorded as Document No. 94442726 in Cook County Recorder of Deeds, an Extension Agreement dated April 16, 1995 recorded as Document No. 95330287 in Cook County Recorder of Deeds, an Extension Agreement dated February 16, 1996 recorded as Document No. 96172317 in Cook County Recorder of Deeds, and a Modification of Mortgage dated February 16, 1997 recorded as Document No. 97267029 in Cook County Recorder of Deeds, a Modification of Mortgage dated August 13, 2001 recorded as Document No. 0011110601 in Cook County Recorder of Deeds and further modified by a Modification of Mortgage dated February 4, 2021 recorded as Document No. 2110401292 in Cook County Recorder of Deeds.

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

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MODIFICATION OF MORTGAGE

(Continued)

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LOTS ONE (1), TWO (2), AND THREE (3) IN BLOCK ONE (1) IN RICKER'S OGDEN GARDENS A SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION TWO (2) TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF OGDEN AVENUE AND NORTH OF CENTER LINE OF PLAINFIELD IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8611-15 W. Ogden Avenue, Lyons, IL 60534. The Real Property tax identification number is 18-02-112-001-0000, 18-02-112-002-0000, 18-02-112-003-0000 and 18-02-112-004-0000.

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

This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby inserted and replaced with the following:

Note. The word "Note" means the promissory note dated September 14, 2023, in the original principal amount of \$500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.

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 \$1,000,000.00.

The paragraph entitled "Indebtedness" in the Mortgage and Assignment of Rents is hereby inserted and replaced with the following:

Indebtedness. In addition to the obligations set forth in the Note, all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. The Borrower and the Lender specifically contemplate that Indebtedness include indebtedness hereafter incurred by the Borrower to the Lender.

The paragraph entitled "Cross Collateralization" in the Mortgage and Assignment of Rents is hereby inserted with the following:

Cross Collateralization. In addition to the obligations set forth in the Note, all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. The Borrower and the Lender specifically contemplate that Indebtedness include indebtedness hereafter incurred by the Borrower to the Lender

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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

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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.

WAIVER OF SPECIAL DAMAGES. To the fullest extent permitted by applicable law, Borrower, Grantor, or Guarantor as applicable, shall not assert, and hereby waives, any claim against Lender, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to actual or direct damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated therein, any Loan or the use of proceeds thereof.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 4, 2024.

GRANTOR:**KEEN EDGE COMPANY, INC.**

By: William D. Burke II
 William D. Burke II, President of Keen Edge Company, Inc.

By: Daniel J. Burke
 Daniel J. Burke, Secretary of Keen Edge Company, Inc.

LENDER:**BYLINE BANK**

x [Signature]
 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Lake)

On this 4th day of May, 2024 before me, the undersigned Notary Public, personally appeared **William D. Burke II, President of Keen Edge Company, Inc. and Daniel J. Burke, Secretary of Keen Edge Company, Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *Cristina Y Rico Soto* Residing at IL

Notary Public in and for the State of Lake

My commission expires 10/5/26



Waterloo County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Lake) SS
)

On this 4th day of May, 2024 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **Byline Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank**, duly authorized by **Byline 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 **Byline Bank**.

By Cristina Y Rico Soto Residing at IL

Notary Public in and for the State of Lake

My commission expires 10/5/26



Cook County Clerk's Office