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Instrument prepared by:

Wesley W. Broquard Barnes & Thornburg LLP One North Wacker Drive, Suite 4400 Chicago, Illinois 60606

After recording, mail to:
Pamela S. Morgan
U.S. Bank Small Business Loan Center
16900 W. Capital Drive
Brookfield, Wisconsin 53005

Doc#: 1228529032 Fee: \$50.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/11/2012 10:23 AM Pg: 1 of 6

# MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is made this 24<sup>th</sup> day of August 2012, to be effective as c May 1, 2012 (the "Effective Date"), by Mane Knezevich and Ann (a/k/a Ana) Knezevich (collect velv, "Grantor"), to and for the benefit of U.S. Bank N.A., its successors and/or assigns ("Lender"). with reference to the following facts:

- A. Lender, as successor in interest to Park National Bank, is the legal owner and holder of the following Promissory Notes (collectively, the "Notes"), evidencing certain indebtedness of Grantor in favor of Lender (collectively, the "Loan"):
- (a) that certain Promissory Note dated April 1, 2009, made by Grantor in the original principal amount of \$300,000.00; and
- (b) that certain Promissory Note dated April 1, 2010, as previously extended, made by Grantor in the original principal amount of \$120,857.03.

The Notes replaced and restated certain prior notes dating back to March 6, 2005.

- B. The Notes are secured by, among other things, that certain Mortge pe dated March 6, 2006, and recorded in the office of the Recorder of Cook County, Illinois, on May 15, 2006, as document number 0613553109, as amended by that certain Modification of Mortgage dated S April 1, 2009, and recorded in said Recorder's office on May 29, 2009, as document number 0914933033, as further amended by that certain Modification of Mortgage dated June 29, 2011, and recorded in said Recorder's office on August 23, 2011, as document number 1123531000 (collectively, the "Mortgage"), creating a mortgage lien against real property and improvements located in Cook County, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property").
- C. Pursuant to certain Loan Extension Agreements of even date herewith (collectively, the "Extensions"), Grantor and Lender have agreed to make certain modifications

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and extensions to the Loan.

- In order to induce Lender to enter into the Extensions, Grantor has agreed to D. amend the Mortgage as set forth herein, but not otherwise.
- NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Lender's execution and delivery of the Extensions, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor, intending to be legally bound, agrees as follows:
- **Definitions.** Defined terms used in this Modification that are not otherwise 1. defined herein shall have the meaning ascribed to them in the Mortgage.

#### Arrendments to Mortgage. 2.

- Effective as of the Effective Date, the term of the Loan is extended from May 1, 2012, to August 1, 2013, and the Maturity Date of the Notes shall be August 1, 2013, as the same may be further amended or extended from time to time.
- The interest rate payable under the Notes is 4.00% per annum, as such rate may be adjusted pursuant to the term's of each Note, including after an Event of Default.
- All references to the "Note" in the Mortgage shall be deemed to refer to the Notes as defined herein and modified by the Extensions, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time.
- The definition of Lender in the Mortgage is hereby amended to be the definition of Lender given in the preamble of this Modification, having the following address for -10/4's O notice purposes:

U.S. Bank N.A. 555 SW Oak Street Portland, OR 97204 Attn: Kevin Ober

Amendments to Assignment of Rents. The Loan is further secured by that certain Assignment of Rents in favor of Lender dated March 6, 2006, and recorded in the office of the Recorder of Cook County, Illinois, on May 15, 2006, as document number 0613553110 (the "Assignment of Rents"). The definition of "Note" given in the section of the Assignment of Rents captioned DEFINITIONS, and all references to the Note in the Assignment of Rents, are hereby amended and deemed to refer to the Notes as defined herein and modified by the Extensions, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time. The definition of Lender in the Assignment of Rents is hereby amended to be the definition of Lender given in the preamble of this Modification.

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- Recording. Upon the execution of this Modification, Grantor shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.
- Except as specifically modified by this Continuing Force and Effect. 5. Modification, the Mortgage shall continue in full force and effect. Grantor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever. Proberty of Cook County Clerk's Office

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WITNESS the due execution of this Modification as of the date first above written.

GRANTOR:
/ //
Mane Knezevich
Whate Kilezevien
Chin Anger C
Ann (a/k/a Ana) Knezevich
STATE OF Julianis
) ss.
COUNTY OF )
I de la
I, the undersigned, a Notary Public in and for said County and State, certify that Mane Knezevich, personally known or me to be the person whose name is subscribed to the foregoing
instrument, appeared before me this day and severally acknowledged that he signed and
delivered the said instrument as his free and voluntary act for the uses and purposes therein set
forth.
GIVEN under my hand the Notarial Scal his Aday of August 20 12
GIVEN under my hand the Notarial Scal his day of August 20 10
[seal]
Natary Profile
OFFICIAL SEAL Notary Public LETTICIA FLORES
Notary Public - State of Illinois My Commission Expires Jul 14, 2015  STATE OF
My Commission Express and 14, 2010
The or Things
STATE OF Liling is) ss.
COUNTY OF COOK ) SS
I, the undersigned, a Notary Public in and for said County and State, certify that An
(a/k/a Ana) Knezevich, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day and severally acknowledged that she signed
and delivered the said instrument as her free and voluntary act for the uses and purposes thereis
set forth.
GIVEN under my hand the Notarial Seal this day of 12012.
( ) it of
[seal]
Notary Public
OFFICIAL SEAL
LETTICIA FLORES 4
My Commission Expires Jul 14, 2015

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ACCEPTED as of the date first above written:

LENDER:

U.S. Bank N.A.

By:

Name:

Its:

**★CKNOWLEDGMENT:** 

STATE OF -

COUNTY OF CC

I, the undersigned, a Notary Public in and for said County and State, certify that Josh Haseka, personally known to me to be the Josh Paseka U.S. Bank N.A., and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of

GIVEN under my hand the Notarial Seal this day of

said Bank for the uses and purposes therein set forth.

[seal]

Notary Public

OFFICIAL SEAL LETTICIA FLORES Notary Public - State of Illinois

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### **EXHIBIT A**

### SECURITY PROPERTY

Lot 11 in Block 59 in Calumet and Chicago Canal and Dock Company, South Chicago Subdivision of Section 5 and 6, in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 9024 S. Mackinaw, Chicago, Illinois 60617 SOOF COOF COUNTY CLERK'S OFFICE

PIN: 26-05-109-042 3000

CHDS01 776412v1