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Instrument prepared by:

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

After recording, mail to:

Pamela S. Morgan
U.S. Bank Small Business Loan Center
16900 W. Capital Drive
Brookfield, Wisconsin 53005

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE (this "Modification") is made this 24th day of August 2012, to be effective as of May 1, 2012 (the "Effective Date"), by Mane Knezevich and Ann (a/k/a Ana) Knezevich (collectively, "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 Mortgage 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 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.

D. In order to induce Lender to enter into the Extensions, Grantor has agreed to 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:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments to Mortgage.**

(a) 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.

(b) The interest rate payable under the Notes is 4.00% per annum, as such rate may be adjusted pursuant to the terms of each Note, including after an Event of Default.

(c) 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.

(d) 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 notice purposes:

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

3. **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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4. **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.

5. **Continuing Force and Effect.** Except as specifically modified by this 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.

[signature page follows]

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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

PIN: 26-05-109-042-0000

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