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RECORDATION REQUESTED BY:
FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062



Doc#: 1302349034 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2013 02:15 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
First Bank of Highland Park
Attn: Loan Operations
633 Skokie Blvd, Suite 320
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST BANK OF HIGHLAND PARK
633 SKOKIE BLVD
NORTHBROOK, IL 60062

FIDELITY NATIONAL TITLE 5308519

First Bank of Highland Park

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2012 is made and executed between KENNETH MOTEW, a married person who resides at 2385 Woodpath Lane, Highland Park, Illinois 60035, as to an undivided 50% interest and MICHAEL ZUCKER, a married person who resides at 1813 Sunnyside, Highland Park Illinois, as to an undivided 50% interest, as tenants in common (referred to below as "Grantor") and FIRST BANK OF HIGHLAND PARK, whose address is 633 SKOKIE BLVD, NORTHBROOK, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded in the office of the Recorder of Deeds of Cook County, Illinois on March 17, 2004 as document numbers 0407701401 and 0407701402, respectively.

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

UNIT 1 IN THE OAKDALE HEIGHTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 30 FEET OF LOT 23 IN HOMEWOOD, BEING A SUBDIVISION OF THE SOUTH 5 CHAINS OF THE NORTH 25 CHAINS OF THE WEST 10 CHAINS OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0323039119, AND AMENDED AS DOCUMENT 0402339077, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 506 Oakdale, # G, Chicago, IL 60657. The Real Property tax identification number is 14-28-112-032-1001.

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(Continued)**

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

1) All references in the Mortgage and/or the Assignment of Rents to the word Note shall now mean the following:

A Promissory Note from Kenneth E. Motew and Michael L. Zucker to Lender with an original date of March 12, 2004 in the original principal amount of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) together with all renewals of, extensions of, modifications of and substitutions for the Promissory Note.

2) All references to the following in the Mortgage and/or Assignment of Rents are hereby deleted:

A Promissory Note from 1938 Sunnyside LLC to Lender with an original date of December 1, 2008 in the original principal amount of One Million Five Hundred Fifty Thousand and 00/100 Dollars (\$1,550,000.00), together with all renewals of, extensions of, modifications of and substitutions for the Promissory Note; and

A Promissory Note from 666 Burton LLC to Lender with an original date of December 1, 2008 in the original principal amount of Five Hundred Sixty Thousand and 00/100 Dollars (\$560,000.00), together with all renewal of, extensions of, modifications of and substitutions for the Promissory Note.

3) All references to the Maximum Lien in the Mortgage shall now mean the following:

At no time shall the principal amount of indebtedness secured by the Mortgage and Assignment of Rents, not including sums advanced to protect the security of the Mortgage or Assignment of Rents, exceed \$907,500.00.

All other terms and conditions remain in full force and effect as further described below in the paragraph entitled "Continuing Validity".

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.

INDEBTEDNESS AND LIENS. Borrower covenants and agrees with Lender during the term of this Mortgage, including all renewals, extensions and modifications, Borrower shall not, without the prior written consent of Lender: (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Note, create, incur, or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2012.

GRANTOR:

X [Signature]
KENNETH MOTEW

X [Signature]
MICHAEL ZUCKER

LENDER:

FIRST BANK OF HIGHLAND PARK

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF LAKE



On this day before me, the undersigned Notary Public, personally appeared **KENNETH MOTEW** and **MICHAEL ZUCKER**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of December, 2012.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 4-17-14

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this 22nd day of February, 2014 before me, the undersigned Notary Public, personally appeared Patricia Mata and known to me to be the Notary Public, authorized agent for **FIRST BANK OF HIGHLAND PARK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST BANK OF HIGHLAND PARK**, duly authorized by **FIRST BANK OF HIGHLAND PARK** 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 **FIRST BANK OF HIGHLAND PARK**.

By Patricia Mata
Notary Public in and for the State of Illinois

Residing at 1200 W. 95th St, Chicago, IL 60627

My commission expires _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE