PREPARED By!
Record and Return to:

11 Mers"
780 KANSAS LAVE
MONROE, LA 71203
ATTN: VICEI STRICKIANO



Doc#: 1321712093 Fee: \$56.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/05/2013 10:59 AM Pg: 1 of 10

MODIFICATION AGREEMENT SUPPLEMENT TO DEED OF TRUST AND PARTIAL RECONVEYANCE

MIN: 100196399002609574

MERS Phone: 1-888-679-6377

This Agreement made and entered into by Andrew Aksyonov and Yulia Mikhaylova, Husband and Wife as Tenants by the Entirety, cereinafter referred to as "Mortgagor" and Mortgage Electronic Registration Systems, Inc. in which the servicer has an office located at 780 Kansas Lane, Monroe, LA 71203 hereinafter referred to as "Mortgagee;"

WITNESSETH

WHEREAS, Andrew Aksyonov and Yulia Mikhaylova, Hasoand and Wife as Tenants by the Entirety, Mortgagor(s) and Mortgage Electronic Registration Systems, Inc. as nominee for Guaranteed Rate, Inc., its successors and assigns, P. O. Box 2026, Flint, MI 48501-2026 as the Original Lender, on the 18th day of July, 2012, entered into a certain Deed of Trust instrument (the "Deed of Trust") securing a note in the principal sum of Four Hundred Seventeen Thousand and no/100 (\$417,000.00) (the "Note"), which Deed of Trust was recorded on August 16, 2012 as Document #1222933035, in Cook County Recorder of Deeds, State of Illincis, in which Deed of Trust the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original legal description)

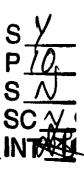
EXHIBIT "A"

WHEREAS, Mortgagors wish to adjust the property lot lines and therefore amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagors and Mortgagee have agreed to such amendments.

(Revised legal description)

Box 400-CTCC

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EXHIBIT "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust now held by Deed of Trust is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Deed of Trust is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

- 1. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Deed of Trust.
- 2. Mortgagee hereby releases any property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Mortgage. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage
- 3. Mortgagor hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Mortgagor therein, at the time, in the marner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.
- 4. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Mortgagor acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
- Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretotore made by the Mortgagor, all of which shall remain in force and inure to the benefit of the Decd of Trust and any insurer of the title to the property described in the Revised Legal Description or the lien of the Deed of Trust thereon.
- 6. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to The Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Deed of Trust" shall be construed to mean Deed of Trust, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the

Mortgagee by virtue of any assignment to it. The "Mortgagor" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.

7. Mortgagor(s) shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Deed of Trust subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Deed of Trust shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

(Seal)

Mortgage Electronic Registration Systems, Inc.

Assistant Secretary //

STATE OF Louisiana PARISH OF Ouachita

On June 11, 2013, before me, appeared Vir Shrokland, to me personally known, who did say that she is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. and that the instrument was executed on behalf of the corporation (or association), by authority from its board of directors, and that she acknowledged the instrument to be the free act and deed of the corporation (or association).

LA Notary ID: (Myn)

Notary Public

Lifetime Commission

BRIDGET A. CHUNN
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 64479

"Mortgagor(s)"

Andrew Aksyonov

Yulia Mikhaylova

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STATE OF	IL COOK		
The foregon Personally known	, 20 <u>(5</u> b	acknowledged before me	e on this day of
Notary Public My Commission E	elle	OFFICIAL SEAL CHUL YI Notary Public - State of Illinois My Commission Expires Jun 28, 201	
	Joy C	04	
		Of Collage Ca	
			Office Co

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1A:

UNIT S13-03, IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHVEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED CCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 1B: RESIDENTIAL PARCEL FASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF

- i) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CFILINGS AND FLOORS, SIGNAGE, STORAGE LOADING DOCK, TRASH ROOM, GARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBED THEREIN.
- ii) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT. USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE PARTS OF THE SINGLE FAMILY HOME FARCEL DEFINED THEREIN.

PARCEL 1C:

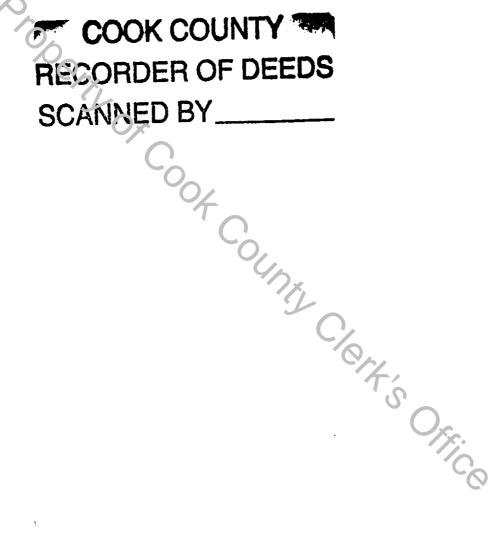
THE EXCLUSIVE RIGHT TO THE USE OF ONE BALCONY FOR THE BENEFIT OF SAID UNIT \$13-03, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014 AND AS AMENDED FROM TIME TO TIME.

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Commonly known as Unit S13-03 (the "Residential Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN(s): Part of 14-28-319-037; 14-28-319-039; 14-28-319-041



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EXHIBIT A-1

LEGAL DESCRIPTION

PARCEL 2A:

UNIT 224, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT. LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

Commonly known as Unit 224 (the "Parking Unit"), 2550 North Lake iew, Chicago, Illinois 60614

Office

Part of PINs: 14-28-319-029; 14-28-319-034; 14-28-319-037

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1A:

UNIT S13-03, IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOGER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE ENTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 1B: RESIDENTIAL PARCEL LASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOPER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF

- i) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEICINGS AND FLOORS, SIGNAGE, STORAGE LOADING DOCK, TRASH ROOM, CARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBED THEREIN.
- ii) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE PARTS OF THE SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF ONE BALCONY FOR THE BENEFIT OF SAID UNIT \$13-03, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO.

1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014 AND AS AMENDED FROM TIME TO TIME.

PARCEL 1D:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA R45, FOR THE BENEFIT OF SAID UNIT \$13-03, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 A5 DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit \$13-03 (the "Residential Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN(s): Part of 14-28-319-037; 14-28-319-039; 14-28-319-041

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EXHIBIT B-1

LEGAL DESCRIPTION

PARCEL 2A:

UNIT 220, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OC OBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

Commonly known as Unit 220 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

Part of PINs: 14-28-319-029; 14-28-319-034; 14-28-319-037