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RETURN TO:

Eugene S. Kraus, Esq.
Scott & Kraus, LLC
150 S Wacker Dr, Suite 2900
Chicago, IL 60660



Doc#: 1324739055 Fee: \$48.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/04/2013 11:37 AM Pg: 1 of 6

The space above reserved for recorder's use.

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (this "Modification") is dated August 20, 2013, with an effective date of June 30, 2013, by KAZIMIERZ KOLBRECKI (the "Grantor")

WITNESSETH:

A. Grantor and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. Harlem Avenue, Harwood Heights, Illinois 60706 ("Lender"), have been parties to the following agreements, documents and instruments: (i) Promissory Note dated as of June 27, 2008 evidencing a loan in the original principal amount of Six Hundred Forty-Five Thousand and 00/100 Dollars (\$645,000.00) made by Grantor in favor of Lender, as modified from time to time (the "Note"), evidencing a loan from Lender to Grantor (the "Loan"); and (ii) the balance of the other Related Documents (as defined in the Mortgage defined below).

B. The Loan is secured by, among other things: (i) that certain Mortgage (the "Mortgage") dated as of June 27, 2008, made by Grantor in favor of Lender, and recorded in the office of the Cook County Recorder of Deeds on July 14, 2008 as Document No. 0819650013, relating to the real property commonly known as 6200-6206 W 65th St, Bedford Park, IL 60638 (the "Mortgaged Premises") and legally described on Exhibit A attached hereto and made a part hereof, and (ii) that certain Assignment of Rents (the "Assignment") dated as of June 27, 2008, made by Grantor in favor of Lender, and recorded in the office of the Cook County Recorder of Deeds on July 14, 2008 as Document No. 0819650014 relating to leases and rents of the Mortgaged Premises. The Note, Mortgage, Assignment and Related Documents (as defined in the Mortgage), together with all modifications, amendments, restatements, replacements and substitutions thereto are hereinafter referred to collectively as the "Loan Documents."

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C. Grantor acknowledges and agrees that one or more Events of Default have previously occurred under the terms of the Loan Documents, including without limitation, that: (i) Grantor failed to pay when due (including any applicable grace period) amounts owing from and after October 30, 2011 under the terms of the Note; (ii) Grantor failed to pay when due (including any applicable grace period) amounts owing from and after March 1, 2012 under the terms of the Note and that certain Forbearance and Amendment Letter Agreement dated April 6, 2012 by and between Grantor and Lender (the "First Forbearance Agreement"); (iii) Grantor failed to maintain insurance on the Mortgaged Premises, as required under the terms of the Loan Documents; and (iv) Grantor demolished improvements located on a portion of the Mortgaged Premises on or after January 1, 2010, without the prior written consent of Lender (the foregoing items are collectively, the "Specified Defaults"). Lender has previously agreed to forbear from exercising its rights, remedies and powers against Grantor with respect to the Specified Defaults pursuant to the First Forbearance Agreement and that certain Modified Forbearance and Amendment Letter Agreement dated December 31, 2012 by and between Grantor and Lender (the "Second Forbearance Agreement", and together with the First Forbearance Agreement, the "Existing Forbearance Agreements").

D. Grantor and Lender have entered into that certain Third Forbearance and Amendment Letter Agreement dated of even date herewith and effective as of June 30, 2013 (the "Amendment Agreement"), pursuant to which Lender has agreed to continue to forbear from exercising its rights, remedies and powers against Grantor with respect to the Specified Defaults, a condition of which is that Grantor executes and delivers this Modification to Lender.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. AGREEMENTS.

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Modification.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Mortgage.

2. MODIFICATIONS TO THE MORTGAGE AND ASSIGNMENT.

2.1 Modification of Definition: The following definition contained in each of the Mortgage and Assignment is hereby deleted in its entirety and the following is substituted therefor:

Note. The word "Note" means the promissory note dated June 27, 2008, in the original principal amount of \$645,000.00 from Grantor to Lender, together with all

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renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The maturity date of the Note shall be the earlier of (i) June 30, 2014, or (ii) the occurrence of a default or an Event of Default and acceleration of the Note pursuant to the Related Documents and the Amendment Agreement. The interest rate on the Note is 6.00% per annum, provided, however, that so long as the Forbearance Agreement remains in effect, interest on the outstanding principal balance of the Note shall be 4.50% per annum. The foregoing to the contrary notwithstanding, on and after June 30, 2014 the interest rate on the Note shall revert to 6.00% per annum. As used herein, the term "Forbearance Agreement" shall mean that certain Third Forbearance and Amendment Letter Agreement effective as of June 30, 2013 by and between Grantor and Lender.

3. CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and Assignment 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 and Assignment as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage and Assignment. It is the intention of Lender to retain as liable all parties to the Mortgage and Assignment 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 or Assignment 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.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has executed this Modification as of the date first above written.

GRANTOR:

Kazimierz Kolbrecki
KAZIMIERZ KOLBRECKI

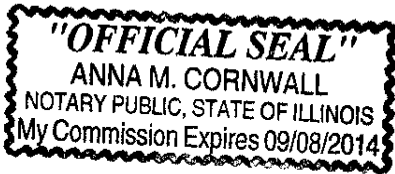
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KAZIMIERZ KOLBRECKI, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal 10th August, 2013.

Anna M Cornwall
Notary Public

My Commission Expires: 9-8-2014



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET SOUTH OF THE NORTH LINE AND 25 FEET WEST OF THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20 AFORESAID; THENCE SOUTH PARALLEL TO THE EAST LINE THEREOF 210 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION 216.41 FEET TO THE POINT OF TANGENCY OF A CURVED LINE; RADIUS 279.69 FEET; CURVE CONVEX TO THE NORTHWEST; THENCE WESTERLY ALONG SAID CURVED LINE 33.66 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 275 FEET OF THE AFORESAID QUARTER QUARTER SECTION; THENCE NORTH ALONG THE LAST DESCRIBED LINE 212.02 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20 AFORESAID; THENCE EAST 250 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS. BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 260 FEET OF SAID QUARTER, QUARTER SECTION WHICH IS 25 FEET WEST OF THE EAST LINE THEREOF; THENCE WEST ALONG SAID LINE 216.41 FEET OF THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 279.69 FEET A DISTANCE OF 233.74 FEET TO THE POINT OF TANGENCY TO SAID CURVED LINE LYING ON A DIAGONAL LINE RUNNING ACROSS THE AFORESAID QUARTER, QUARTER SECTION FROM THE SOUTHWEST CORNER THEREOF TO A POINT 50 FEET SOUTH OF THE NORTH LINE AND 175 FEET WEST OF THE EAST LINE THEREOF; THENCE SOUTHWESTERLY ALONG SAID DIAGONAL LINE 168.51 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 279.69 FEET A DISTANCE OF 233.74 FEET TO ITS TANGENT POINT ON THE SOUTH LINE OF THE NORTH 385 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20 AFORESAID; THENCE EAST ALONG SAID TANGENT LINE 329.86 FEET TO THE WEST LINE OF THE EAST 25 FEET OF SAID QUARTER, QUARTER SECTION; THENCE NORTH ALONG SAID LINE 125 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 241.4 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION AND ON A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE THEREOF; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND TANGENT TO THE LAST DESCRIBED LINE WITH A RADIUS OF 279.69 FEET A DISTANCE OF 33.66 FEET TO AN INTERSECTION WITH A LINE 275 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREWITH DESCRIBED: THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVED LINE 200.08 FEET TO THE POINT OF TANGENCY OF SAID CURVED LINE LYING ON A DIAGONAL LINE RUNNING FROM THE SOUTHWEST CORNER OF THE AFORESAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20 TO THE POINT ON THE SOUTH LINE OF THE NORTH $\frac{1}{4}$ OF SAID QUARTER, QUARTER SECTION WHICH IS 175 FEET WEST OF THE EAST LINE THEREOF; THENCE SOUTHWESTERLY ALONG SAID DIAGONAL LINE 36.33 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE DESCRIBED DIAGONAL LINE 16 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID DIAGONAL LINE 70.78 FEET TO AN INTERSECTION WITH A CURVED LINE CONCENTRIC WITH AND 18 FEET NORTHWESTERLY FROM THE CURVED LINE HERETOFORE DESCRIBED; THENCE NORTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 297.69 FEET, A DISTANCE OF 180.54 FEET TO THE WEST LINE OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 20 AFORESAID; THENCE SOUTH ALONG SAID LINE 18.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

BLOCK 12 (EXCEPT THE WEST 480 FEET THEREOF) IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS SUBDIVISION IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

6201 W. 65TH STREET AND 6200 W. 65TH STREET
BEDFORD PARK, IL 60638

PINS:

19-20-113-011
19-20-113-010
19-20-116-014
19-20-116-016
19-20-116-051