

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST BANK OF HIGHLAND  
PARK  
NORTHBROOK OFFICE  
633 SKOKIE BLVD  
NORTHBROOK, IL 60062



Doc#: 1326155055 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/18/2013 02:30 PM Pg: 1 of 6

**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  
1835 First Street  
Highland Park, IL 60035

**FIDELITY NATIONAL TITLE**

4007212  
1411

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 6, 2013, is made and executed between BORIS BERNS, not personally but as Trustee on behalf of THE BORIS BERNS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001, as to an undivided 1/2 interest, whose address is 1616 CANTERBURY, GLENVIEW, IL 60025; and LEANA BERNS, not personally but as Trustee on behalf of THE LEANA BERNS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001, as to an undivided 1/2 interest, whose address is 1616 CANTERBURY, GLENVIEW, IL 60025 (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 June 20, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents each recorded in the office of the Recorder of Deeds of Cook County on June 20, 2008 as document number 0817256039 and 0817256040, respectively

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

LOT 5 IN BLOCK 14 IN RAVENSWOOD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4534 1/2 - 38 North Wolcott Avenue, Chicago, IL 60640. The Real Property tax identification number is 14-18-213-011-0000.

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

The purpose of this Modification of Mortgage is as follows:

1) The paragraph entitled "Maximum Lien" is modified to read as follows: "MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$5,286,306.00";

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## MODIFICATION OF MORTGAGE (Continued)

2) The paragraph entitled "Note" is modified to read as follows: The word "Note" means the promissory note dated June 20, 2008, in the original principal amount of \$1,480,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on this Note is now 5.500% based on a year of 360 days. Effective, September 6, 2013, the interest rate on this Note will be reduced to 4.500% based a year of 360 days. Payments on Note are now to be made in accordance with the following payment schedule: in 35 regular payments of \$7,815.47 each and one irregular payment of \$1,310,897.06. Grantor's next payment is due August 6, 2013, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on July 6, 2016 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

All other terms and conditions not mentioned herein 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)

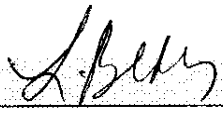
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 6, 2013.

GRANTOR:

THE BORIS BERNS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001

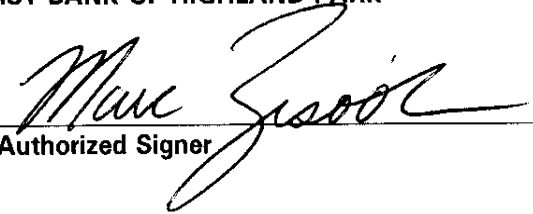
By:   
BORIS BERNS, Trustee of THE BORIS BERNS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001

THE LEANA BERNS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001

By:   
LEANA BERNS, Trustee of THE LEANA BERNS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001

LENDER:

FIRST BANK OF HIGHLAND PARK

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

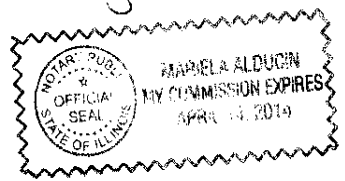
STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 29th day of August, 2013 before me, the undersigned Notary Public, personally appeared **BORIS BERNIS**, Trustee of **THE BORIS BERNIS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001** and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Marela Alducin Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14



CLERK OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 29th day of August, 2013 before me, the undersigned Notary Public, personally appeared **LEANA BERNIS**, Trustee of **THE LEANA BERNIS REVOCABLE TRUST ESTABLISHED SEPTEMBER 28, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Mariela Alducin Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

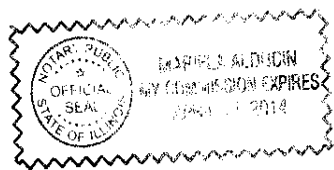
STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 29th day of August, 2013 before me, the undersigned Notary Public, personally appeared Marc Zisook and known to me to be the Vice President, 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 Marinda Alekman Residing at Highwood IL 60040

Notary Public in and for the State of Illinois

My commission expires 4/14/14



Property of Cook County Clerk's Office