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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2013 02:12 PM Pg: 1 of 7

Property of Cook County Clerk's Office

Return to:
PNC Bank, National Association
249 Fifth Avenue, One PNC Plaza
Pittsburgh, PA 15222-2707
Attn: Recording Area, MS: P1-POPP-BL-7

**This document prepared by
and after recording return to:**

Sarah Hill Dye
Weinstock, Friedman & Friedman, P.A.
4 Reservoir Circle
Baltimore, MD 21208

Real Estate Documents Modification Agreement

250789T3/JR

[Handwritten signatures and initials]

THIS REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT (this "Agreement") is made as of September 30, 2013 by DANIEL D. DORE and SOPHIE B. DORE, husband and wife, (the "Mortgagor"), with an address at 9813 Mason Ave., Oak Lawn, IL 60453 and PNC BANK, NATIONAL ASSOCIATION, as successor in interest to Mid America Bank, fsb. (the "Bank") with an address at 411 E. Wisconsin Ave., 14th Floor, Milwaukee, WI 53202.

BACKGROUND

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A. The Bank (or a predecessor which is now known by the Bank's name as set forth above) is the owner and holder of a certain promissory note dated May 6, 2003 in the original principal amount of THREE HUNDRED FIFTEEN THOUSAND Dollars (\$315,000) (the "**Note**"), executed and delivered by Daniel D. Dore and Sophie B. Dore (the "**Borrower**") to evidence the Borrower's indebtedness to the Bank for a certain loan (the "**Loan**").

B. On August 8, 2013, the Borrower and the Bank entered into an Amendment to Loan Documents (the "**Amendment**") pursuant to which, among other things, the term of the note was modified. On August 8, 2013, the Borrower executed and delivered to the Bank an amended and restated note (the "**Restated Note**"), pursuant to which the Note was amended and completely restated to evidence the Loan.

C. The Note is secured, inter alia, by: that certain Mortgage dated May 6, 2003 executed and delivered by the Mortgagor to the Bank, which was recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois (the "**Recorder's Office**") on May 29, 2003, as document number 0314914255 (the "**Mortgage**"), constituting a first priority lien on, and granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, commonly known as 6108 W. 97th Street, Oak Lawn, Cook County, Illinois (the "**Premises**"), as more particularly described on attached Exhibit A, which is made a part of this Agreement; and (ii) that certain Assignment of Leases and Rents dated May 6, 2003, executed and delivered by the Mortgagor to the Bank, which was recorded in the Recorder's Office on May 29, 2003 as part of document number 0314914255 (the "**Lease Assignment**") (the Mortgage and the Lease Assignment are hereinafter collectively called the "**Real Estate Documents**"). The Note, as amended by the Amendment and restated by the Restated Note, the Real Estate Documents, as amended by this Agreement, and all other security agreements, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents executed and delivered in connection with the Loan, some or all of which are more fully described on attached Exhibit B, which is made a part of this Agreement are as amended from time to time, collectively the "**Loan Documents**".

D. As a condition to the Bank's execution of the Amendment, the Bank has required and the Mortgagor has agreed to amend the Real Estate Documents to provide that the Real Estate Documents shall also secure payment of the Loan, as evidenced by the Restated Note and performance of all of the Borrower's and the Mortgagor's obligations under the Loan Documents, as modified by the Amendment (collectively, the "**Obligations**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Real Estate Documents are amended as set forth in Exhibit B. Any and all references to any Real Estate Document(s) in any other Loan Document shall be deemed to refer to the Real Estate Documents as amended by this Agreement. This Agreement is deemed incorporated into the Real Estate Documents. Any initially capitalized terms used in this Agreement without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Agreement is or may be inconsistent with any term or provision in the Real Estate Documents, the terms and provisions of this Agreement shall control.

2. The Mortgagor hereby agrees that the Real Estate Documents, as modified by this Agreement, and the Premises shall secure, in addition to the performance of all of the Borrower's and the Mortgagor's existing Obligations, payment of the Obligations evidenced by the Restated Note, and the Loan Documents, as modified by the Amendment, with interest as provided therein and all other sums due thereunder.

3. The Mortgagor hereby certifies that: (a) all of his, her or its representations and warranties in the Real Estate Documents are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this

Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Real Estate Documents which will not be cured by the execution and effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d) this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms. By signing below, each Mortgagor who is an individual provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain the Mortgagor's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A photocopy or facsimile copy of this authorization shall be valid as the original. By signature below, each such Mortgagor affirms his/her identity as the respective individual(s) identified in the Mortgage.

4. The Mortgagor hereby confirms that the Real Estate Documents, as modified by this Agreement, and the Premises shall continue as collateral for the Loan unimpaired and in full force and effect, and shall cover and secure all of the Borrower's and the Mortgagor's existing and future Obligations, as modified by the Amendment.

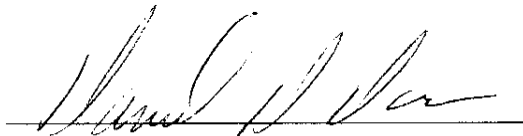
5. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

6. This Agreement will be binding upon and inure to the benefit of the Mortgagor and the Bank and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated in the Loan Documents is located. This Agreement will be interpreted and the rights and liabilities of the Mortgagor and the Bank determined in accordance with the laws of the State where the Bank's office indicated in the Loan Documents is located, except that the laws of the State where the Premises is located (if different from the State where such office of the Bank is located) shall govern the creation and foreclosure of the liens created under the Real Estate Documents, as amended hereby, on the Premises or any interest therein.

8. Except as amended hereby, the terms and provisions of the Real Estate Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the confession of judgment (if applicable) and waiver of jury trial provisions contained in the Loan Documents.**

WITNESS the due execution of this Agreement as a document under seal as of the date first written above.



DANIEL D. DORE, individual

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SOPHIE B. DORE, individual

PNC BANK, NATIONAL ASSOCIATION

By: *Jacalyn Brennan* (SEAL)
Name: Jacalyn Brennan
Title: Vice President

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ACKNOWLEDGMENTS

STATE OF IL

COUNTY OF Cook

SS:

On this, the 30 day of September, 2013 before me, a Notary Public, the undersigned officer, personally appeared DANIEL D. DORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Official Seal
Shaun Castro
Notary Public State of Illinois
Commission Expires 08/10/2014

[Signature]
Notary Public

My commission expires: 8/10/2014

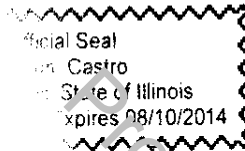
STATE OF IL

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COUNTY OF Cook

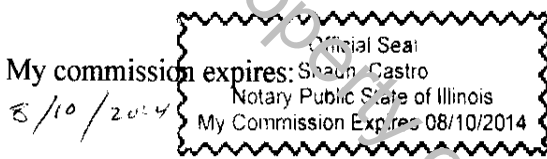
On this, the 30 day of September, 2013 before me, a Notary Public, the undersigned officer, personally appeared SOPHIE B. DORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]

Notary Public



STATE OF Wisconsin)

COUNTY OF Milwaukee)

SS:

On this, the 7th day of October, 2013 before me, a Notary Public, the undersigned officer, personally appeared JACALYN BRENNAN, who acknowledged herself to be the VICE PRESIDENT of PNC BANK, NATIONAL ASSOCIATION, a National Banking Association, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 9.7.14

[Signature: Melanie L DeQuardo]

Notary Public
[Signature: L DeQuardo]

EXHIBIT A

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Legal Description

LOT 20 (EXCEPT THE WEST 2 FEET) AND LOT 19 (EXCEPT THE EAST 2 FEET) IN BLOCK 4 IN M.E. MALKIN AND SON'S FIRST ADDITION TO OAK LAWN, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

Tax Parcel Number: 24081130400000 ✓

Common Address: 6108 W. 97th Street ✓
Oak Lawn, IL 60453 ✓

EXHIBIT B

REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT

1. From and after the date of this Agreement, all references in the Real Estate Documents to the Note and the indebtedness evidenced thereby shall mean and refer to the Restated Note, and the indebtedness evidenced thereby.
2. The term of the Note has been modified and the final payment of the Note shall be due and payable in full on August 1, 2018, and all references to the "Maturity Date" shall hereafter mean August 1, 2018. The Borrower shall make 60 regular payments of principal and interest in the amount of \$1,727.32 and on the Maturity Date, the Borrower shall make a balloon payment to the Bank in an amount equal to all remaining amounts due and owing under the Loan, including, but not limited to, all unpaid principal, interest, late fees, and attorney fees, as applicable.
3. From and after the date of this Agreement, in addition to the Note, the Real Estate Documents secure the following obligations:
 - a. That certain Amended and Restated Term Note dated of even date herewith executed by the Borrower and made payable to the Bank in the amount of \$210,961.51 (the "Central Loan"). The maturity date of this loan is August 1, 2018 (the "Central Maturity Date"). The Borrower shall make 60 regular payments of principal and interest in the amount of \$1,555.28 and on the Central Maturity Date, the Borrower shall make a balloon payment to the Bank in an amount equal to all remaining amounts due and owing under the

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- b. That certain Amended and Restated Term Note dated of even date herewith executed by the Borrower and made payable to the Bank in the amount of \$382,618.89 (the "W. 110th Loan"). The maturity date of the W. 110th Loan is August 1, 2018 (the "W. 110th Maturity Date"). The Borrower shall make 60 regular payments of principal and interest in the amount of \$2,310.89 and on the W. 110th Maturity Date, the Borrower shall make a balloon payment to the Bank in an amount equal to all remaining amounts due and owing under the W. 110th Loan, including, but not limited to all unpaid principal, interest, late fees and attorney fees, as applicable.
- c. That certain Amended and Restated Term Note dated of even date herewith executed by the Borrower and made payable to the Bank in the amount of \$207,154.45 (the "W. 99th Loan"). The maturity date of the W. 99th Loan is August 1, 2018 (the "W. 99th Maturity Date"). The Borrower shall make 60 regular payments of principal and interest in the amount of \$1,527.20 and on the W. 99th Maturity Date, the Borrower shall make a balloon payment to the Bank in an amount equal to all remaining amounts due and owing under the W. 99th Loan, including, but not limited to all unpaid principal, interest, late fees and attorney fees, as applicable.
- d. Any and all other obligations, debts and liabilities, plus interest thereon, of either Mortgagor or Borrower to Bank, or any one or more of them, as well as all claims by the Bank against Borrower and Mortgagor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.