

# UNOFFICIAL COPY



1332341103

Doc#: 1332341103 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/19/2013 01:03 PM Pg: 1 of 6

*Prepared by [signature]*

**RECORDATION REQUESTED BY:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**WHEN RECORDED MAIL TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**SEND TAX NOTICE TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

FOR RECORDER'S USE ONLY

*Kennon 11/19/13*

*NW 7106757*

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2013, is made and executed between CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281, whose address is 171 N. CLARK ST., CHICAGO, IL (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 21, 2012 (the "Mortgage").

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

**PARCEL 1:**

LOT 9 AND THE WEST 1/2 OF LOT 10 IN REGENTS PARK SUBDIVISION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 4, 2003 AS DOCUMENT NUMBER 0321718075, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF LOTS 6, 9, THE WEST 1/2 OF LOT 10 DESCRIBED IN PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE GRANT OF EASEMENT RECORDED JUNE 3, 2004 AS DOCUMENT NUMBER 0415533188 OVER A PARCEL OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 (EXCEPT THE WEST 66.00 FEET THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 (IN AREA) OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE EAST LINE OF NORTH KEDZIE AVENUE AND THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF NORTH KEDZIE AVENUE, 16.01 FEET TO A LINE 16.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 50 MINUTES 43 SECONDS EAST, ALONG AFORESAID PARALLEL LINE, 330.00 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 25 SECONDS WEST 16.01 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES

*re-recorded as doc 1235935-010*

Box 400-CTCC

S Y  
P 6  
S N  
SC Y  
INT 13

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 817643

Page 2

50 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 2 AFORESAID, 330.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS OVER AND UPON W. WALLEN AVENUE (PRIVATE STREET) FOR THE BENEFIT OF LOTS DESCRIBED IN PARCELS 1 AND 2 AS SET FORTH IN THE PLAT OF REGENTS PARK SUBDIVISION RECORDED AUGUST 5, 2003 AS DOCUMENT NUMBER 032178075.

The Real Property or its address is commonly known as 3126 WALLEN AVENUE, CHICAGO, IL 60645. The Real Property tax identification number is 10-36-300-056-0000.

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

**THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO DECEMBER 30, 2013 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED DECEMBER 30, 2012**

The definition of "Note" as defined in the Mortgage is hereby amended to include, in addition to the promissory note described in the paragraph beginning with the word "Note" on page 13 of the Mortgage, the following two additional promissory notes:

(i) Note-819382 means the promissory note dated October 18, 2013, in the original principal amount of **\$1,600,000.00** from Borrower 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 the Note-819382 is 5.950% based on a year of 360 days. Payments on the Note-819382 are to be made in accordance with the following payment schedule: in 5 regular payments of \$11,496.59 each and one irregular last payment estimated at \$1,590,388.46. Borrower's first payment is due November 18, 2013, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 18, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note-819382 is April 18, 2014.

and

(ii) Note-819446 means the promissory note dated October 18, 2013, in the original principal amount of **\$1,400,000.00** from Borrower 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 the Note-819446 is 5.950% based on a year of 360 days. Payments on the Note-819446 are to be made in accordance with the following payment schedule: in 2 regular payments of \$10,059.52 each and one irregular last payment estimated at \$1,401,123.59. Borrower's first payment is due November 18, 2013, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on January 18, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note-819446 is January 18, 2014.

**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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 817643

Page 3

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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 2013.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281



By: [Signature]  
Grantor for CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281

**Attestation not required pursuant to corporate by-laws.**

By: \_\_\_\_\_  
Grantor for CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281

LENDER:

1ST EQUITY BANK

X \_\_\_\_\_  
Authorized Signer

**This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 817643

Page 3

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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 2013.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281

By: \_\_\_\_\_  
Grantor for CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281

By: \_\_\_\_\_  
Grantor for CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 2010, AND KNOWN AS TRUST #8002355281

LENDER:

1ST EQUITY BANK

X \_\_\_\_\_  
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 817643

Page 4

### TRUST ACKNOWLEDGMENT

STATE OF IL )

COUNTY OF COOK ) SS

On this 21<sup>ST</sup> day of Oct, 2013 before me, the undersigned Notary Public, personally appeared KAREN MICHEL ASST VP

, and known to me to be (an) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 817643

Page 5

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )



On this 21st day of October, 2013 before me, the undersigned Notary Public, personally appeared Ross D. Levin and known to me to be the Vice-Chairman, authorized agent for 1st Equity Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 1st Equity Bank, duly authorized by 1st Equity Bank 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 1st Equity Bank.

By Gricel Ramos Residing at 3956 W Dempster St  
SKOKIE IL 60076  
 Notary Public in and for the State of ILLINOIS  
 My commission expires 8/26/17