## **UNOFFICIAL COPY**

#### RECORDING REQUESTED BY:

U.S. Bank National Association 11 West Madison Street Oak Park, IL 60302

WHEN RECORDED MAIL TO: THIS INSTRUMENT WAS PREPARED BY:

Jeffrey M. Monberg KRIEG DFVAULT LLP 30 N. LaSalle Street Suite 2800 Chicago, IL 60602

(Modifies Document No. 0834426096)



Doc#: 1400329011 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/03/2014 10:17 AM Pg: 1 of 4

### MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE is effective as of November 3, 2013, is made and executed between MY REA PROPERTIES LLC, whose address is 2845 W. Belmont Avenue, Chicago, IL 60618 (the "Grangr") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, prational banking association (referred to herein as "Lender").

MORTGAGE. Grantor and Lender have entered into a Mortgage dated November 3, 2008 (the "Mortgage") which has been recorded in the Office of the Cook County Recorder on December 9, 2008 as Document No. 0834426096.

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

LOTS 19 AND 20 IN BLOCK 1 IN S.E. GROSS' NORTHWEST ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF RAILROAD) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2833-2837 W. Belmont Avenue, Chicago, IL 60618.

The Real Property Tax identification number is 13-25-104-008-0000 and 13-25-104-009-0000.

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

). 1949 (1949)

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The definition of the word "Lender" is hereby modified to include U.S. Bank National Association, and its successors and assigns.

"Note" is hereby amended in its entirety to: The word "Note" means the Promissory Note dated November 3, 2008 in the original principal amount of \$496,000.00 from Borrower to Lender, as modified by that certain Loan Modification Agreement, dated effective as of November 3, 2013, providing a maturity date of February 3, 2014, together with all renewals of, extensions of, modifications of, consolidations of, refinancings of, and substitutions for the Note or Agreement.

The urpaid principal balance of the Note will bear interest at an annual rate equal to 2.00% plus the prime rate announced by Lender and in effect from time to time; provided that the interest rate prior to maturity or default will not be less than 6.500%. The interest rate hereunder will be adjusted each time the prime rate changes. Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

CONTINUING VALIDITY. This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Lender, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Lender shall not be impaired hereby.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND THE LOAN MODIFICATION AGREEMENT AND GRANTOR AGREES TO THEIR TERMS. THIS MODIFICATION IS EFFECTIVE AS OF THE EFFECTIVE DATE AND HAS BEEN EXECUTED AS OF THE DATE THE LENDER'S SIGNATURE IS NOTARIZED BELOW.

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#### **GRANTOR:**

MY REA PROPERTIES LLC, an Illinois limited liability company

Miguel A. Rea, Member

LENDER:

U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Pank Took Colling Clark's Office

Its Authorized Agent

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### **ACKNOWLEDGMENTS**

STATE OF ILLINOIS	)	CLASS R. PLAVIAN
COLDITY OF COOV	) SS:	Notary Public - State of Illinois My Commission Expires Aug 02, 2014
COUNTY OF COOK	,	My Comment
CERTIFY that Miguel A. Reliability company, and know company that executed the the free and voluntary act a certificate of organization	ea, as Member of wn to me to be a magnetic to the line or its operating attention at the line of that he is au	MY REA PROPERTIES LLC, an Illinois limited member or designated agent of the limited liability fortgage and acknowledged the Modification to be mited liability company, by authority of statute, its agreement, for the uses and purposes therein thorized to executed the Modification and in fact mited liability company.
WITNESS, my 'ia ad	and Notarial Seal	I this $\int \frac{\partial \hat{h}}{\partial x} day$ of $\int \partial \hat{h$
My Commission Expires	Ox	
5/20/2014		Eluthan
or CD 11	0/	Notary Public
My County of Residence:	(	
000/c		Printed Printed
		Printed
STATE OF ILLINOIS	) ) SS:	OFFICIAL SEAL  FLANER, FLAVIANO  Notally Public - State of Illinois
COUNTY OF COOK	)	My Commission Express Aug 02, 2014
Before me, a Notary	y Public, in and fo	or said County and State, personally appeared Glen
E. Debs, known to me to b	e a Vice Presiden	t of U.S. BANK NATIONAL ASSOCIATION, a
national banking associat	10n, as successo Park National Ban	or-in-interest to the Federa. Deposit Insurance k and acknowledged the execution of the foregoing
Modification of Mortgage f	or and on behalf o	of said national banking association.
Witness my hand an	d Notarial Seal, th	nis 13th day of Duetter 2013.
My Commission Expires		Elick De
	<del></del>	Notary Public
My County of Residence:		CLAIM R FLAMAZA
		Printed
KD 5843860 1.DOCX		