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Doc#: 1402149037 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/21/2014 11:46 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

North Shore Community Bank
and Trust Company
("Lender"), successor
pursuant to Agreement to
Purchase Assets and Assume
Liabilities by and between
Diamond Bank, FSB as Seller
and Lender as Buyer, dated
October 18, 2013
1145 Wilmette Ave
Wilmette, IL 60091

WHEN RECORDED MAIL TO:

North Shore Community Bank
and Trust Company
("Lender"), successor
pursuant to Agreement to
Purchase Assets and Assume
Liabilities by and between
Diamond Bank, FSB as Seller
and Lender as Buyer, dated
October 18, 2013
1145 Wilmette Ave
Wilmette, IL 60091

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Diamond Bank FSB
1145 Wilmette Ave
Wilmette, IL 60091

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 12, 2013, is made and executed between Ronald S. Porus, an unmarried man, whose address is 3638 S. Honore, Chicago, IL 60609 (referred to below as "Grantor") and North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013, whose address is 1145 Wilmette Ave, Wilmette, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 11, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded February 7, 2006 in the office of the Cook County Recorder as Document #0603843286.

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

PRECISION COMMERCIAL SERVICES

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

LOT 64 IN MOREHEADS SUBDIVISION OF BLOCK 26 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3638 S. Honore, Chicago, IL 60609. The Real Property tax identification number is 17-31-410-040.

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

RECITALS:

A. Lender entered into a Revolving Credit Line (the "Account") with Borrower having a credit limit of \$65,000.00, as evidenced by a Home Equity Line of Credit Truth in Lending Disclosure dated January 11, 2006, in the principal amount of the credit limit made payable by Borrower to the order of Lender. The Account was modified by that certain Modification Agreement and Extension Agreement dated October 6, 2006 increasing the credit limit to \$95,000.00. The Account was further modified by that certain Modification Agreement dated November 15, 2007 increasing the credit limit to \$140,000.00 (as amended, modified or replaced from time to time, the "Contract").

B. The Contract is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), modified by a Modification Agreement and Extension Agreement dated October 6, 2006, recorded November 15, 2006 in the office of the Cook County Recorder as Document #0631908018, further modified by a Modification Agreement dated November 15, 2007, recorded November 30, 2007 in the office of the Cook County Recorder as Document #0733408806 on the real property located at 3638 S. Honore, Chicago, IL 60609 (the "Property"). The Contract, the Mortgage, and any and all other documents evidencing, securing and/or guaranteeing the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Contract is \$139,473.62.

D. The Contract's draw period (the "Maturity Date") expired on October 12, 2013. The Borrower has requested that Lender extend the maturity date until October 12, 2016 and Lender is willing to extend the maturity date until October 12, 2016, on the terms and conditions set forth hereinafter.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Event of Default.

(a) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. Renewal Note. Contemporaneously with the execution of this Agreement a Promissory Note ("Note") of even date herewith shall be executed by Borrower in favor of Lender in the principal amount of \$139,473.62, having a maturity date of October 12, 2016. The interest rate on the Promissory Note dated October 12, 2013 is 4.00% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 35 regular payments of \$665.87 each and one irregular last payment estimated at \$132,466.62. Borrower's first payment is due November 12, 2013 and all subsequent payments are due on the same day of each month after that. Borrower's final payment will

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(Continued)**

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be due on October 12, 2016 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. This Note shall restate and replace the Contract dated January 11, 2006 with a credit limit of \$65,000.00. All references in any and all Loan Documents to the "Contract" shall now include the Note dated October 12, 2013. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Note dated October 12, 2013.

3. **Termination of Future Advances.** As of the date of this Agreement, that certain Mortgage described above is no longer a Future Advance Mortgage and Borrower may not obtain any additional advances.

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 endorser 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.

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 12, 2013.

GRANTOR:

x 

Ronald S. Porus

LENDER:

**NORTH SHORE COMMUNITY BANK AND TRUST COMPANY ("LENDER"),
SUCCESSOR PURSUANT TO AGREEMENT TO PURCHASE ASSETS AND
ASSUME LIABILITIES BY AND BETWEEN DIAMOND BANK, FSB AS
SELLER AND LENDER AS BUYER, DATED OCTOBER 18, 2013**

x 

Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Ronald S. Porus**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of December, 2013.

By Diana Farlinger Residing at 100 W. North Ave

Notary Public in and for the State of Illinois

My commission expires 11/10/15



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 31 day of December, 2013 before me, the undersigned Notary Public, personally appeared Melanie Weirich and known to me to be the V-president, authorized agent for **North Shore Community Bank and Trust Company ("Lender")**, successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013 that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **North Shore Community Bank and Trust Company ("Lender")**, successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013, duly authorized by North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013 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 **North Shore Community Bank and Trust Company ("Lender")**, successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013.

By Diana Farlinger Residing at 100 W. North Ave

Notary Public in and for the State of Illinois

My commission expires 11/10/15

