### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: COLE TAYLOR BANK COMMERCIAL REAL ESTATE BANKING GROUP 225 WEST WASHINGTON CHICAGO, IL 60606

WHEN RECORDED MAIL TO:

Cole Taylor Bank Loan Services P.O. Box 88452 - Dept A Chicago, IL 60680-8452

SEND TAX NUTICES TO:

Alexander Garces
Yul Garces
949 West Madison Unit 507
Chicago, IL 60607

1485213821

Doc#: 1405713021 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/26/2014 09:58 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by COLE TAYLOR BANK
COLE TAYLOR BANK
P.O. BOX 88452 - DEPT. A
CHICAGO, IL 60680

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2014, is made and executed between Alexander Garces and Yul Garces, as Joint Tenants (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 225 WEST WASHINGTON, CHICAGO, IL. 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated March 1, 2006 recorded March 3, 2006 with the Cork County Recorder of Deeds, Document No.0606233002 and Assignment of Rents dated March 1, 2006 recorded March 3, 2006 with the Cook County Recorder of Deeds, Documents No. 0606233003

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

COMMERCIAL UNIT 3 IN THE MADISON MANOR 2 CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 TO 10, INCLUSIVE, IN WILLIAM HALE THOMPSON'S SUBDIVISION OF LOTS 17 TO 26, INCLUSIVE, IN S. F. GALE'S SUBDIVISION OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 26, 2001 AS DOCUMENT 0010558081, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

The Real Property or its address is commonly known as 918 WEST MADISON, CHICAGO, IL 60607. The

3 - 7 - 4

M M

E\_ 7

M.A

1405713021 Page: 2 of 4

### UNOFFICIAL (

#### MODIFICATION OF MORTGAGE

Loan No: 101519-50001 (Continued) Page 2

Real Property tax identification number is 17-08-448-011-1101.

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

The definition of "Note" set forth in the Mortgage and the Assignment is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of January 1, 2014 in the original principal amount of \$163,409.38 executed by Borrower and payable to the order of Lender. as amended, supplemented, modified or replaced from time to time.

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 suprequent actions.

LIEN RELEASE COSTS AND FEES. In addition to all other expenses and charges, Borrower agrees, to the extent not prohibited by law, to pay all governmental fees and costs to be incurred by Lender for release of Lender's security interests in collateral securin the loans. Borrower shall pay these fees and costs at the time the lien or liens are released. .

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE ATIC.

ATIC.

COPYEGO

COPYEGO AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2014.

**GRANTOR:** 

LENDER:

**COLE TAYLOR BANK** 

**Authorized Signer** 

1405713021 Page: 3 of 4

# **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE

Loan No: 101519-50001 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF TUNNOIS ) **SS** COUNTY OF \_ On this day before me, the undersigned Notary Public, personally appeared Alexander Garces and Yul Garces, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that may signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. TEBRUARY , 20 14. ろRD day of \_ Given under my hand and official seal this Residing at Notary Public in and for the State of My commission expires NOTARY PUBLI LENDER ACKNOWLEDGMENT STATE OF TUINO15 COUNTY OF \_\_\_\_\_\_ COOK 3RD day of TEBRUAR , 2014 before me, the undersigned Notary Public, personally appeared TELONDA BELANGER and known to me to be the , authorized agent for COLE TAYLOR BANK that executed the within and loregring instrument and acknowledged said instrument to be the free and voluntary act and deed of COLE TATLOR BANK, duly authorized by COLE TAYLOR 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 instruction; and in fact executed this said instrument on behalf of COLE TAYLOR BANK. Residing at Notary Public in and for the State of My commission expires "OFFICIAL SEAL STATE OF ILLINOIS فري

1405713021 Page: 4 of 4

# **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE

Loan No: 101519-50001 (Continued) Page 4

LASER PRO Lending, Ver. 13.4.0.034 Copr. Harland Financial Solutions, Inc. 1997, 2014. All Rights Reserved. - IL C:\CFINEWCF\\LPL\G201.FC TR-26421 PR-19

Property of County Clerk's Office