

UNOFFICIAL COPY

FIRST AMERICAN TITLE
ORDER # 9901234



Doc#: 1410601085 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/16/2014 11:16 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
Beverly Bank & Trust
Company, National
Association
10258 S. Western Avenue
Chicago, IL 60643

WHEN RECORDED MAIL TO:
BEVERLY BANK & TRUST
COMPANY N.A.
ATTN: LOAN OPERATIONS
10258 S. WESTERN AVENUE,
SUITE 202
CHICAGO, IL 60643

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Kenneth J. O'Malley, Vice President
Beverly Bank & Trust Company, National Association
10258 S. Western Avenue
Chicago, IL 60643

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 17, 2014, is made and executed between EVIAN PROPERTIES LLC, whose address is 9651 S. Winchester, Chicago, IL 60643 (referred to below as "Grantor") and Beverly Bank & Trust Company, National Association, whose address is 10258 S. Western Avenue, Chicago, IL 60643 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder of Deeds on April 10, 2009 as document number 0910040090.

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

LOT 22 AND THE NORTH 8 FEET OF LOT 23 IN BLOCK 2 IN MRS. HILLARD'S SUBDIVISION OF ALL THAT PART OF BLOCK 3 LYING NORTH OF SOUTH LINE OF NORTH 34 FEET OF LOTS 20 AND 32 IN HILLARD AND DOBBINS SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9554 S. Bishop Street, Chicago, IL 60643. The Real Property tax identification number is 25-08-102-044-0000.

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

The definition of the word "Note" is hereby amended in its entirety as follows: The Promissory Note dated March 17, 2014 in the original principal amount of \$74,776.23 from Grantor 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 is 5.50% based on a year of 360 days.

Y
P 15
S N
SC Y
NT D

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$614.27 each and one irregular last payment estimated at \$56,997.09. Grantor's first payment is due April 17, 2014, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on March 17, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Maximum Lien is hereby amended in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$149,552.46.

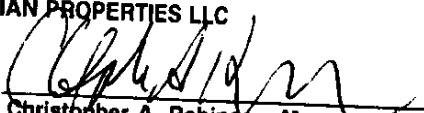
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 MARCH 17, 2014.

GRANTOR:

EVIAN PROPERTIES LLC

By:


Christopher A. Robinson, Manager of EVIAN PROPERTIES LLC

By:


Veronica W. Robinson, Manager of EVIAN PROPERTIES LLC

LENDER:

BEVERLY BANK & TRUST COMPANY, NATIONAL ASSOCIATION

X

Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$614.27 each and one irregular last payment estimated at \$56,997.09. Grantor's first payment is due April 17, 2014, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on March 17, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Maximum Lien is hereby amended in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$149,552.46.

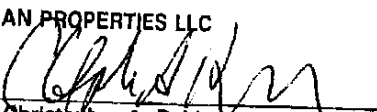
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 Lender. 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 MARCH 17, 2014.

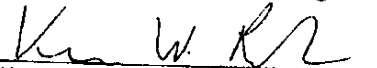
GRANTOR:

EVIAN PROPERTIES LLC

By:


Christopher A. Robinson, Manager of EVIAN PROPERTIES LLC

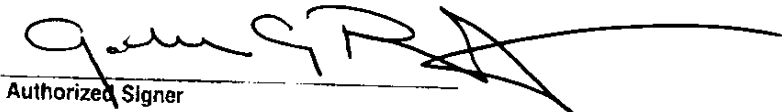
By:


Veronica W. Robinson, Manager of EVIAN PROPERTIES LLC

LENDER:

BEVERLY BANK & TRUST COMPANY, NATIONAL ASSOCIATION

X


Authorized Signer

UNOFFICIAL COPY

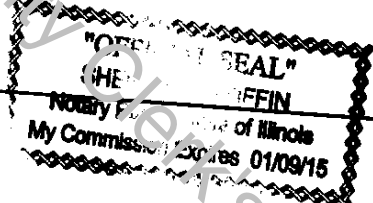
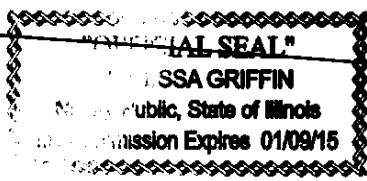
MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS
)

On this 28 day of March, 2014 before me, the undersigned Notary Public, personally appeared Christopher A. Robinson, Manager of EVIAN PROPERTIES LLC and Veronica W. Robinson, Manager of EVIAN PROPERTIES LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at 10258 S. Western Ave
Notary Public in and for the State of Illinois Chicago, IL 60643
My commission expires 1-9-15



Notary Public's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4

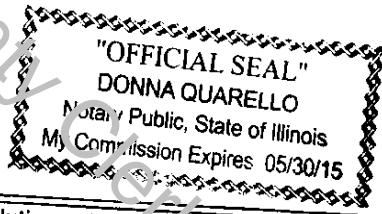
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
 COUNTY OF Cook) SS
)

On this 3 day of April, 2014 before me, the undersigned Notary Public, personally appeared JOHN ROZWAT and known to me to be the authorized agent for Beverly Bank & Trust Company, National Association that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Beverly Bank & Trust Company, National Association, duly authorized by Beverly Bank & Trust Company, National Association 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 Beverly Bank & Trust Company, National Association.

By Donna Quarello Residing at 10258 S Western
 Notary Public in and for the State of IL

My commission expires 5-30-15



Property of Cook County Clerk's Office