

UNOFFICIAL COPY



Doc#: 1415546018 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/04/2014 09:23 AM Pg: 1 of 7

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING
RETURN TO:

BANKFINANCIAL, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527
Attn: Laurie Henchel

Tax Parcel Number(s): 13-36-208-028-000J

PRO TITLE GROUP, INC.
5140 MAIN STREET
DOWNERS GROVE, IL 60515 AMENDMENT TO MORTGAGE

Space Above for Recorder's Use

This Amendment to Mortgage ("Amendment"), dated for reference purposes only as of **December 1, 2013**, is entered into by and between **BANKFINANCIAL, F.S.B., a federal savings bank ("Lender")**, and **THOMAS MEYER ("Borrower")**, with reference to the following facts:

A. WHEREAS, Lender made a loan to Borrower in the original principal amount of **SIX HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (US \$675,725.00)** ("Loan"), which Loan is evidenced by a Promissory Note ("Note") dated **August 31, 2011**, which Note is secured by two mortgages, as follows:

1. A first lien Mortgage, Assignment of Rents and Security Agreement dated **August 31, 2011**, and recorded on **September 8, 2011**, as Document No. **1125146044**, of Official Records, **Cook County, State of Illinois**, together with an Assignment of Leases and Rents recorded substantially concurrently therewith, as Document No. **1125146045** (said Mortgage, Assignment of Rents and Security Agreement and Assignment of Leases and Rents being referred to collectively herein in the singular as the "**Mortgage**"), which Mortgage encumbers certain property located in said county described in Exhibit "A" hereto ("**Mortgaged Property**").

2. A second lien Mortgage, Assignment of Rents and Security Agreement dated **August 31, 2011**, and recorded on **September 8, 2011**, as Document No. **1125146042**, of Official Records, **Cook County,**

THIS AMENDMENT TO MORTGAGE MODIFIES A MORTGAGE WHICH IS, AT THE TIME OF RECORDATION OF THIS AMENDMENT, A FIRST MORTGAGE, PRIOR AND SUPERIOR TO AN EXISTING SIX HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED NINETY-TWO AND 00/100 DOLLARS (US \$689,292.00) SECOND LIEN MORTGAGE DATED AUGUST 31, 2011 ("APPROVED SECOND MORTGAGE"), WHICH APPROVED SECOND MORTGAGE WAS RECORDED ON SEPTEMBER 8, 2011, AS DOCUMENT NO. 1125146046, OF OFFICIAL RECORDS OF COOK COUNTY, STATE OF ILLINOIS, AND WHICH APPROVED SECOND MORTGAGE IS CONCURRENTLY BEING AMENDED BY AN AMENDMENT TO MORTGAGE OF EVEN DATE HERewith.

Modification Agreement (Recorded) – 2318-2320 N. Campbell Ave. and 2509 W. Medill Ave.

1 of 2

Cook 1108020

PRO TITLE GROUP, INC

7

UNOFFICIAL COPY

State of Illinois, together with an Assignment of Leases and Rents recorded substantially concurrently therewith, as Document No. **1125146043**, which encumber certain property located in said county described therein.

The term "**Loan Documents**" and all other capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Mortgage or the Note. This Amendment and all other documents executed by Mortgagor in connection with this modification are part of the Loan Documents.

B. WHEREAS, Mortgagor and Lender desire to extend the maturity date and modify said Note and Mortgage, and have executed or will in connection herewith execute that certain Agreement to Extend and Modify Promissory Note and Mortgages of even date herewith ("**Modification Agreement**").

C. WHEREAS, Lender is willing to consent to the extension of the maturity date of the Note and other modifications set forth in the Modification Agreement subject to the conditions set forth below and in the Modification Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The maturity date of the Note is hereby extended from **September 1, 2015 to December 1, 2036**.
2. The interest rate and other terms of the Note are amended as set forth in the Modification Agreement.
3. The Mortgage, as amended, pursuant to this Amendment and the Modification Agreement, and any further modifications, increases, renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Mortgaged Property, prior and superior to the lien or charge of the Approved Second Mortgage. Borrower shall make all required payments and comply with all provisions of the Approved Second Mortgage. Any default under the Approved Second Mortgage shall constitute an Event of Default under the Mortgage. Borrower shall immediately notify Lender of any default or notice of default under the Approved Second Mortgage.
4. The Mortgage is hereby amended to provide that it secures the Note as amended and extended, and to reflect the additional modifications as set forth in the Modification Agreement. Without limiting the foregoing, the Mortgage is amended as follows:
 - 4.1 The maturity date of the Note (as set forth on page 1 of the Mortgage and page 1 of the Assignment of Leases and Rents) is hereby extended from **September 1, 2015 to December 1, 2036**.
 - 4.2 From and after the Effective Date, Sections 55 and 57 of the Mortgage are hereby deleted in their entirety.
 - 4.3 The first sentence of the last paragraph of the Mortgage is hereby amended to remove references to a fixed rate promissory note and shall be revised as follows:
 "THIS MORTGAGE SECURES A VARIABLE RATE PROMISSORY NOTE."
5. This Amendment shall become effective only upon the satisfaction of each and all of the following:
 - 5.1 The payment by Borrower of the fees, costs and other sums described in the Modification Agreement.
 - 5.2 If required by Lender in Lender's sole discretion, issuance to Lender of either (a) a new ALTA extended coverage loan policy of title insurance in form and content acceptable to Lender and subject to no exceptions to title other than those shown on Lender's original title policy and such other exceptions as Lender may approve in its sole and

UNOFFICIAL COPY

absolute discretion, or (b) such endorsement(s) to Lender's policy of title insurance for the Loan as required by Lender in Lender's sole discretion and in such form as Lender may require, insuring the continued first lien priority of the Mortgage as presently insured in said policy, except for non-delinquent taxes and such other exceptions as Lender may approve in its sole and absolute discretion.

5.3 Satisfaction of all other terms set forth in the Modification Agreement and otherwise specified by Lender.

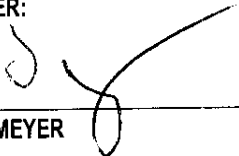
6. The Note, Mortgage and other Loan Documents shall remain unmodified and in full force and effect, except as amended hereby and by the Modification Agreement.

7. This Amendment shall be governed by the laws of the jurisdiction where the Mortgaged Property is located. This Amendment may be executed in multiple counterparts. This Amendment may not be amended or modified except by a written instrument signed by the parties hereto. In the event of any legal action or arbitration between the parties hereto in connection with this Amendment, the Modification Agreement, the Note, the Mortgage or other Loan Documents, including without limitation any action by Lender to foreclose or collect the Indebtedness, then Lender shall be entitled to collect and recover its attorneys' fees and costs of litigation or arbitration. Lender's consent shall not be effective until this Amendment is executed and delivered by Lender and until all conditions precedent herein have been satisfied.

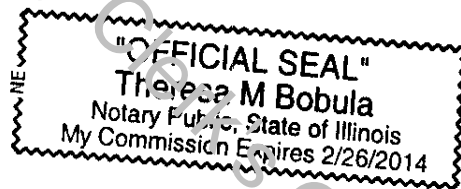
MORTGAGOR ACKNOWLEDGES AND AGREES THAT PURSUANT TO THE MORTGAGE IF MORTGAGOR PLACES ANY OTHER LIEN OR ENCUMBRANCE ON THE MORTGAGED PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER (OTHER THAN THE APPROVED SECOND MORTGAGE), SUCH ACTION SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THE NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS.

IN WITNESS WHEREOF, each party hereto has signed and delivered this Amendment under seal (where applicable) or has caused this Amendment to be signed and delivered by its duly authorized representative(s) under seal (where applicable). Where applicable law so provides, each party hereto intends that this Amendment shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:



THOMAS MEYER (SEAL)



[Lender's signature on next page.]

UNOFFICIAL COPY

LENDER:

**BANKFINANCIAL, F.S.B.,
a federal savings bank**

By: [Signature]

Name: Joshua B. Kowik

Title: Regional Mgr

(SEAL)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

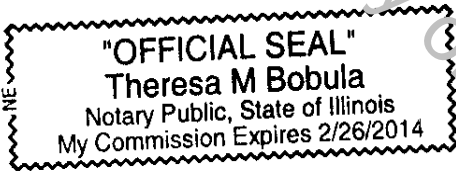
State of Illinois)
County of Cook) ss.

On 2/26/ ⁴ 2014, before me, Theresa Bobula, Notary Public, personally appeared THOMAS MEYER,

personally known to me - OR -

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and official seal.

Theresa M Bobula
Signature of Notary Public

Theresa M Bobula
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois)
County of Cook) ss.

On March 12, 2013, before me, LaTonia Dumas, Notary Public, personally appeared Joshua Bankowski

personally known to me - OR -

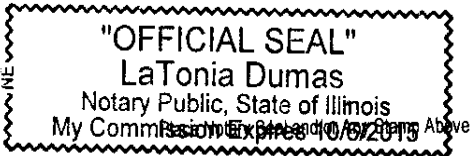
proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as Commercial Banker on behalf of BANKFINANCIAL, F.S.B., a federal savings bank, the savings bank therein named, and acknowledged to me that the savings bank executed the same for the purposes therein stated.

WITNESS my hand and official seal.

LaTonia Dumas
Signature of Notary Public

LaTonia Dumas
Other Required Information (Printed Name of Notary, Residence, etc.)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 50 FEET OF THAT PART OF BLOCK 2 IN POWELL'S SUBDIVISION OF LOTS 3 AND 5 IN THE CIRCUIT COURT PARTITION OF THE EAST 63.42 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE AVENUE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK; RUNNING THENCE SOUTH ON THE EAST LINE OF SAID BLOCK, 109 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 110 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK, 109 FEET TO THE NORTH LINE OF SAID BLOCK; AND THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 110 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

APN: 13-36-208-028-0000

PROPERTY ADDRESS: 2318-2320 N. CAMPBELL AVE. AND 2509 W. MEDILL AVE., CHICAGO, ILLINOIS 60647