UNOFFICIAL COPY

RECORDATION REQUESTED BY:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

WHEN RECORDED MAIL TO:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

1419056015 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 07/09/2014 01:03 PM Pg: 1 of 4

SEND TAX NOTICES TO:

1st Equity Bank 3956 West Compster St Skokie, IL 60076

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **ASHER FEIGER** 1st Equity Bank 3956 West Dempster St Skokie, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 28, 2014, is made and executed between STORAGE ONE, INC., whose address is 655 W IRVING PARK, CHICAGO, IL 60613 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, 4 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage cared March 31, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE APRIL 11, 2005 AS DOCUMENT NO. 0510147274 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

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

THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND W'IICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +507.14 FEET CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION +516.74 FEET CHICAGO CITY DATUM. LOTS 4 TO 8 AND LOT 9 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE RUNNING NORTH AND SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 9, 215.2 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 9) IN CARSON AND CHYTRAUS' ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH LOTS 9 AND 10 IN BLOCK 1 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTON 21 AFORESAID TOGETHER WITH THAT PART OF VACATED FRONTIER AVENUE, FORMERLY BEACH COURT VACATED ORDINANCE RECORDED AS DOCUMENT NUMBER 20816906, LYING WEST OF AND ADJOINING LOTS 9, 10, 11 AND 12 AND LYING EAST OF AND ADJOINING LOTS 5, 6, 7 AND 8 IN CARSON AND CHYTRAUS' ADDITION TO CHICAGO, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 655 W IRVING PARK RD, 56TH FLOOR, CHICAGO, IL 60613-3123. The Real Property tax identification number is 14-21-101-038, 041, 043 & 045 (New PIN 14-21-101-049-0000 & 14-21-101-052-0000).



1419056015 Page: 2 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 817686 (Continued) Page 2

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

THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO OCTOBER 28, 2014 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED APRIL 28, 2014.

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 hable 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, but also to all such subsequent actions.

TAX AND INSURANCE RESERVES Greator agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums is otherwise required herein. Grantor shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes on the Real Property and 1/12 of the annual premiums for the policies of insurance required to be maintained herein, as estimated by Lender, so as to provide sufficient funds for the payment of each year's real estate taxes and insurance premiums one month prior to the date the real estate taxes and insurance premiums become definquent. Grantor shall further pay into the reserve account a monthly pro-rata share of all assessments and other charges which may accrue against the Real Property. If the amount so estimated and pard shall prove to be insufficient to pay such real estate taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything icrnay do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pieced to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

GRANTOR CONSIDERATION. GRANTOR ACKNOWLEDGES THAT IT HAS REQUESTED THIS LOAN AND THAT IT RECEIVES BENEFIT FROM LENDER MAKING THIS LOAN TO BORROWER. GRANTOR IS PLEDGING COLLATERAL IN ORDER TO INDUCE LENDER TO MAKE LOAN TO BORROWER. GRANTOR UNDERSTANDS THAT IF SUCH COLLATERAL PLEDGE WERE NOT PROVIDED LENDER WOULD NOT MAKE SUCH LOAN. .

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

1419056015 Page: 3 of 4

UNOFFICIAL CO MODIFICATION OF MORTGAGE (Continued)

Loan No: 817686 Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PRAND GRANTOR AGREES TO ITS TERMS. THIS MODIFICA		
GRANTOR:		
By: HAIM GABI, President of STORAGE ONE, INC. LENDER:		
X Authorized Signer		
CORPORATE ACKN	OWLEDGMENT	•
STATE OF IWINOIS COUNTY OF COOK) SS ()	OFFICIAL SEAL JUDITH STERN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 07/29/16
On this day of	TORAGE ONE, IN Modification of of the corporation ses therein mention	Mortgage and acknowledged the , by authority of its Bylaws or by oned, and on oath stated that he or
By Stellty Stelle Notary Public in and for the State of TUINOIS	Residing at	1 ³¹ Equity Bank
Notary Public in and for the State of LUINOIS		Thokie, IL 60076
My commission expires 7. 29.2016	-	
	,,,,,,	

1419056015 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 817686 LENDER ACKNOWLEDGMENT OFFICIAL SEAL STATE OF JUINOIS JUDITH STERN PER LEGIC STATE OF ILLINOIS SS COUNTY OF COOK and known to me to be the President On this Public, personally appeared Louis , authorized agent for 1st Equity Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 1st Equity Bank, duly authorized by 1st Equity Bank through its hoard 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 1st Equity Bank Residing at Olekia, E. 50076 My commission expires LASER PRO Lending, Ver. 14.2.0.021 Copr. D+H USA Corporation 1297, 2014. All Rights Reserved. - IL Continue Office P:\CFI\LPL\G201.FC TR-1217 PR-8