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Instrument prepared by:
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Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400
Chicago, Illinois 60606

Doc#: 1424622018 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/03/2014 09:16 AM Pg: 1 of 7

After recording, mail to:
Pamela S. Morgan
U.S. Bank Small Business Loan Center
16900 W. Capital Drive
Brookfield, Wisconsin 53005

Property of Cook County Clerk's Office

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is made as of August 1, 2014 (the "Effective Date"), by Chicago Title Land Trust Company, not individually but as successor trustee to Cosmopolitan Bank and Trust under Trust Agreement dated April 23, 1997, and known as Trust Number 30605 ("Grantor"), to and for the benefit of U.S. Bank N.A., its successors and/or assigns ("Lender"), with reference to the following facts:

A. Lender, as successor in interest to Park National Bank and Cosmopolitan Bank and Trust, is the legal owner and holder of a Promissory Note dated November 12, 2008 (the "Note"), made by Cynthia B. Taylor (the "Borrower") in the original principal amount of \$243,400 (the "Loan"). The Note restated and replaced certain prior notes dating back to June 11, 1997.

B. The Note is secured by, among other things, that certain Mortgage dated June 11, 1997, and recorded in the office of the Recorder of Cook County, Illinois, on June 13, 1997, as document number 97422112 (as amended and assigned from time to time, the "Mortgage"), creating a mortgage lien against real property and improvements commonly known as 1608 South Clinton, Berwyn, Illinois 60402, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property").

C. Pursuant to that certain Loan Extension Agreement of even date herewith (the "Extension"), Borrower and Lender have agreed to make certain modifications and extensions to the Loan.

D. In order to induce Lender to enter into the Extension, Grantor has agreed to amend the Mortgage as set forth herein, but not otherwise.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Lender's execution and delivery of the Extension, and other good and valuable consideration,

S yes
P 7
S N
M N
SC yes
E yes
INT yes

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the receipt and sufficiency of which are acknowledged, Grantor, intending to be legally bound, agrees as follows:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments to Mortgage.**

(a) Effective as of the Effective Date, the term of the Loan is extended from August 1, 2014, to August 1, 2015, and the Maturity Date of the Note shall be August 1, 2015, as the same may be further amended or extended from time to time.

(b) The interest rate payable under the Note is 4.00% per annum, as such rate may be adjusted pursuant to the terms of the Note, including after an Event of Default.

(c) All references to the "Note" in the Mortgage shall be deemed to refer to the Note as defined herein and modified by the Extension, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time.

(d) The definition of Grantor (also called "Mortgagor" and "First Party") set forth in the Mortgage is hereby amended to be the definition of Grantor given in the preamble of this Modification.

(e) The definition of Lender in the Mortgage is hereby amended to be the definition of Lender given in the preamble of this Modification, having the following address for notice purposes:

U.S. Bank N.A.
801 N. Clark Street
Chicago, IL 60610
Attn: Lauren Fialkowski

3. **Amendments to Assignment of Rents.** The Loan is further secured by that certain Assignment of Rents in favor of Lender dated June 11, 1997, and recorded in the office of the Recorder of Cook County, Illinois, on June 13, 1997, as document number 97422113 (the "Assignment of Rents"). The definition of "Note" given in the section of the Assignment of Rents captioned DEFINITIONS, and all references to the Note in the Assignment of Rents, are hereby amended and deemed to refer to the Note as defined herein and modified by the Extension, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time. The definition of "Bank" in the Assignment of Rents is hereby amended to be the definition of Lender given in the preamble of this Modification. The definition of Lender in the Assignment of Rents is hereby amended to be the definition of Lender given in the preamble of this Modification. The definition of Grantor in the Assignment of Rents is hereby amended to be the definition of Grantor given in the preamble of this Modification.

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4. **Recording.** Upon the execution of this Modification, Borrower shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.

5. **Continuing Force and Effect.** Except as specifically modified by this Modification, the Mortgage shall continue in full force and effect. Borrower reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever.

6. **Exculpatory Clause.** This Modification is executed by Grantor, not personally but as successor trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Grantor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Grantor personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to any or all of the following for the payment thereof:

- (a) to the Security Property by the enforcement of the lien created by the Mortgage;
- (b) to any other security given to secure the payment of the Note; and
- (c) to the personal liability of each guarantor (if any) of the payment of the Note and the performance of the Grantor hereunder.

[signature page follows]

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WITNESS the due execution of this Modification as of the date first above written.

GRANTOR:

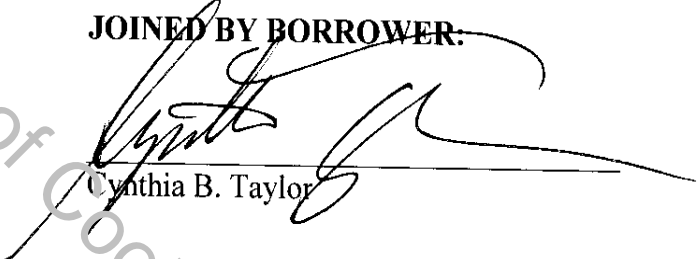
Chicago Title Land Trust Company, not individually
but as Trustee as aforesaid

By: 

Name: Harriet Denisewicz

Its: Trust Officer

JOINED BY BORROWER:


Cynthia B. Taylor

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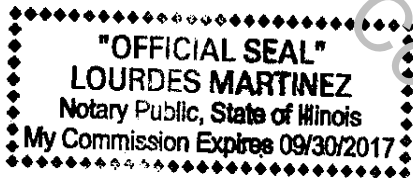
ACKNOWLEDGMENTS:

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, certify that Harriet Denisewicz, personally known to me to be the Trust Officer of Chicago Title Land Trust Company, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 13th day of August, 20 14.

[seal]



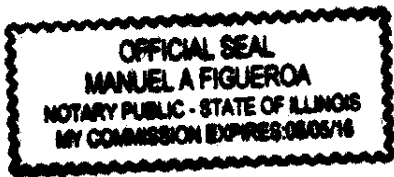
Lourdes Martinez
Notary Public

STATE OF IL)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, certify that Cynthia B. Taylor, personally known or proven to me by adequate identification to be the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 12th day of August, 20 14.

[seal]



Manuel A. Figueroa
Notary Public

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ACCEPTED as of the date first above written:

LENDER:

U.S. Bank N.A.

By: *Lauren Fialkowski*
 Name: Lauren Fialkowski
 Its: A.V.P. Client Manager

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ACKNOWLEDGMENT:

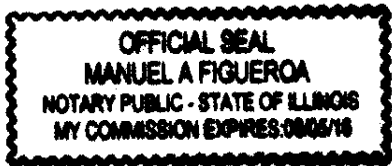
STATE OF Ill)
) ss.
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, certify that Lauren Fialkowski, personally known to me to be the A.V.P. of U.S. Bank N.A., and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 12th day of August, 2014.

[seal]

Manuel A. Figueroa
 Notary Public



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EXHIBIT A

SECURITY PROPERTY

All of Lot 1, All of Lot 2 and the East 3 feet of Lot 3 in Block 76 in John J. Murray's Subdivision of Blocks 75 and 76 and 77 in the Subdivision of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

PIN: 16-19-304-042

Commonly known as 1608 South Clinton, Berwyn, Illinois 60402

CHDS01 920973v1

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