

UNOFFICIAL COPY



RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 1424856007 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/05/2014 07:42 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

3120291667-169504 31200 #3430 FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 15, 2014, is made and executed between CHICAGO TITLE AND LAND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED APRIL 30, 1988 AND KNOWN AS TRUST NUMBER 1090501, whose address is 10 SOUTH LASALLE STREET, SUITE 2750, CHICAGO, IL 606031108 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 15, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED APRIL 2, 2013 AS DOCUMENT# 1309250074 IN COOK COUNTY, ILLINOIS.

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

LOTS 1, 2 AND 3 IN BLOCK 5 IN GARFIELD, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4133-4157 WEST ARMITAGE AVENUE, CHICAGO, IL 606390000. The Real Property tax identification number is 13-34-404-001-0000.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means the promissory notes or credit agreements dated July 25, 2014 in the original principal amounts of \$1,000,000.00 and \$1,230,076.43 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory notes or credit agreements. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 69504

(Continued)

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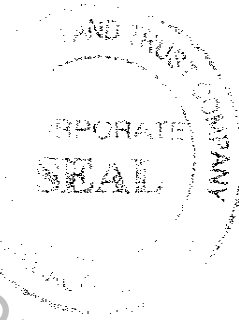
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 AUGUST 15, 2014.

GRANTOR: CHICAGO TITLE LAND TRUST COMPANY

TRUST #1090801

By: [Signature] TRUST OFFICER
 CHICAGO TITLE AND LAND TRUST COMPANY, AS TRUSTEE
 UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED
 APRIL 30, 1988 AND KNOWN AS TRUST NUMBER 1090801
 Trustee of TRUST #1090801



LENDER:

FIRST MIDWEST BANK

[Signature]
 Authorized Signer

TRUSTEE'S EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 69504

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 21st day of August, 2014 before me, the undersigned Notary Public, personally appeared **CHICAGO TITLE AND LAND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED APRIL 30, 1988 AND KNOWN AS TRUST NUMBER 1090801, Trustee of TRUST #1090801**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. * **LIDIA MARINCA** TRUST OFFICER of

By Nancy Carlin Residing at _____

Notary Public in and for the State of IL

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 69504

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LENDER ACKNOWLEDGMENT

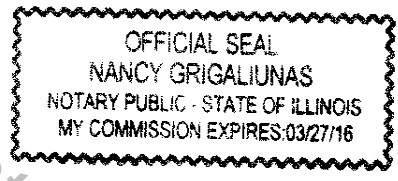
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 22nd day of August, 2014 before me, the undersigned Notary Public, personally appeared James Behran and known to me to be the Senior President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 instrument and in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Nancy Grigaliunas Residing at July Park

Notary Public in and for the State of Illinois

My commission expires 3/27/16



Property of Cook County Clerk's Office