

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Charles A. Semmelhack  
Howard & Howard Attorneys PLLC  
200 South Michigan Avenue  
Suite 1100  
Chicago, Illinois 60604



Doc#: 1503719176 Fee: \$48.00  
RHSP Fee: \$9.00 RPPF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/06/2015 03:46 PM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

Charles A. Semmelhack  
Howard & Howard Attorneys PLLC  
200 South Michigan Avenue  
Suite 1100  
Chicago, Illinois 60604

---

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: Charles A. Semmelhack  
Howard & Howard Attorneys PLLC  
200 South Michigan Avenue  
Suite 1100  
Chicago, Illinois 60604

---

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 31, 2015, is made and executed between **RAYMOND T. HYER**, whose address is 999 Hillsboro Mile, Hillsboro Beach, FL 33062-2301 (referred to below as "*Borrower*") and **BMO HARRIS BANK N.A.**, as successor by merger with Harris Trust and Savings Bank, whose address is 111 W. Monroe Street, P.O. Box 755, Chicago, IL 60690 (referred to below as "*Lender*").

**MORTGAGE.** Lender and Borrower have entered into a Mortgage dated May 18, 2004 and recorded May 27, 2004, with the Cook County, Illinois Recorder of Deeds as **Document No. 0414835315**, as modified by Modification of Mortgage dated May 31, 2009 and recorded August 12, 2009 as Document No. 0922408162, as further modified by Modification of Mortgage dated July 31, 2009 and recorded October 5, 2010 as Document No. 1027808370, together with Assignment of Rents dated May 18, 2004 and recorded May 27, 2004 with the Cook County, Illinois Recorder of Deeds as **Document No. 0414835316** (collectively, the "Mortgage").

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

See Schedule I attached hereto and made a part hereof.

The Real Property or its address is commonly known as 4718 West Roosevelt Road, Chicago, Illinois 60610. The Real Property tax identification number is 16-15-323-006-0000 and 16-15-323-017-0000.

**MODIFICATION.** Lender and Borrower hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the maturity date of the Mortgage, as modified hereby, is now January 31, 2020 and (2) that the interest rate in the definition of "Note" in the Mortgage, as modified hereby is now 4.500%. All other terms and conditions remain the same.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Page 2

**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 promissory notes or other instruments secured by the Mortgage. All references in the Mortgage to the term "Note" shall be deemed references to the term "Note" as defined herein and any and all notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 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.

[SIGNATURE PAGE TO FOLLOW]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

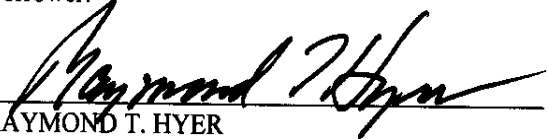
## MODIFICATION OF MORTGAGE

(Continued)

Page 3

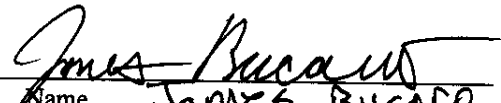
**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND BORROWER AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 31, 2015.**

Borrower:

  
RAYMOND T. HYER

Lender:

BMO HARRIS BANK N.A., as successor by merger  
with Harris Trust and Savings Bank

By:   
Name JAMES BUCARE  
Title Director

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Page 4

### BORROWER ACKNOWLEDGEMENT

STATE OF IL )  
 )SS  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared Raymond T. Hyer, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he signed the Modification of Mortgage as his free and voluntary act and deed, for the uses and purposes therein mentioned.

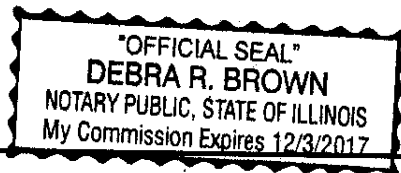
Given under my hand and official seal this 28<sup>th</sup> day of January, 2015.

By: [Signature]

Residing at 1654 62<sup>nd</sup> St Chicago IL

Notary Public in and for the State of Illinois

My commission expires: Dec 3, 2017



County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS    )  
                                  )SS  
COUNTY OF COOK    )

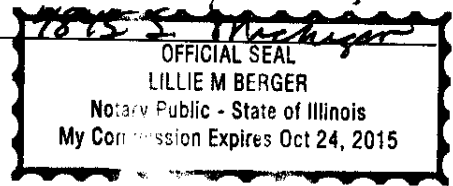
On this day before me, the undersigned Notary Public, personally appeared James Bucced and known to me to be the DIRECTOR, authorized agent for BMO Harris Bank N.A., the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

Given under my hand and official seal this 29<sup>th</sup> day of January, 2015.

By: Lillie M. Berger Residing at 1015 S. Michigan

Notary Public in and for the State of ILLINOIS

My commission expires: October 24, 2015



Cook County Clerk's Office

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**  
(Continued)

Page 6

**SCHEDULE I - LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 15, 315 FEET DISTANT, MEASURED EASTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 15 FROM THE WEST LINE THEREOF; THENCE NORTHWARDLY ON A STRAIGHT LINE PARALLEL TO THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 413 FEET; THENCE NORTHEASTWARDLY ON A CURVED LINE, CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET, TO A POINT 533 FEET DISTANT FROM THE SOUTH LINE OF SAID SECTION 15 (MEASURED ALONG A LINE PARALLEL TO THE WEST LINE THEREOF AND 35 FEET DISTANT FROM THE WEST LINE OF SAID SECTION 15, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF); THENCE EASTWARDLY ON A STRAIGHT LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 70 FEET; THENCE SOUTHWARDLY ON A STRAIGHT LINE PARALLEL TO THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 533 FEET TO A POINT IN THE SOUTH LINE THEREOF; THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 15, 110 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THAT PART THEREOF FALLING IN ROOSEVELT ROAD), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 15, 425 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 533 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 187.41 FEET TO A POINT, 612.41 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 533 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND PARALLEL WITH THE CENTER LINE OF ROOSEVELT ROAD, 187.41 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN(S): 16-15-323-006-0000; 16-15-323-017-0000

COMMONLY KNOWN AS: 4718 W. ROOSEVELT ROAD, CHICAGO, ILLINOIS 60610