UNOFFICIAL COPY

RECORDATION REQUESTED BY:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

WHEN RECORDED MAIL TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706



Doc#: 1509956017 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/09/2015 11:31 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Marianne L. Wagener Parkway Bank & Trust Company 4800 N. Harlem Ave. Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 31, 2015, is made and executed between Lakeside Bank, not personally but as Trustee on behalf of Lakeside Bank, as Trustee under Trust Agreement dated August 17, 2012 and known as Trust Number 20-1017 (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing and Grantor have entered into a Mortgage dated November 7, 2013 (in providing a Mortgage dated November

a Mortgage recorded as document number 1332449089 on 11/20/2013 and an Assignment of rents recorded as document number 1332449090 on 11/20/2013.

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

THE EAST 260 FEET OF THE SOUTH 50 FEET OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF TAKEN FOR DREXEL BOULEVARD) IN BLOCK 3 IN WALKER AND STINSON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4418 S. Drexel Boulevard, Chicago, IL 60653. The Real Property tax identification number is 20-02-305-017-0000.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE

1509956017 Page: 2 of 5

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 10

Page 2

MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED 03/25/2015 IN THE PRINCIPAL FACE AMOUNT OF \$279,053.00 (TOGETHER WITH ALL AMENDEMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED 11/07/2013 IN THE PRINCIPAL FACE AMOUNT OF \$200,000.00 ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$558,106.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

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. Conser' 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.

ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower/Crantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a larvsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges or any such persons who may be employees of Lender or any affiliate of Lender.

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

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

1509956017 Page: 3 of 5

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 10	(Continuea)	Page 3
GRANTOR:		
	STEE UNDER TRUST AGREEMENT DATED WN AS TRUST NUMBER 20-1017	
	keside Bank, as Trustee under Trust est 17, 2012 and known as Trust	
LENDER:	Ž	
PARKWAY BANK AND TRUS	T COMPANY	
X Authorized Signer	- 00/CO,	
	TRUST ACKNOWLEDGMENT	
STATE OFCOUNTY OFCO) SS	
On this da Public, personally appeared Bank, as Trustee under Trus known to me to be an authoriz acknowledged the Modification trust documents or, by authority	before me, the large of the lar	tion of Mortgage and thority set forth in the noath stated that
Notary Public in and for the S	(514)	
My commission expires	7/22/2017	MAGDALENA MARLING OFFICIAL SEAL otary Public, State of Illinois Ay Commission Expires July 22, 2017

1509956017 Page: 4 of 5

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 10	(Continued)	Page 4	
LENDER ACKNOWLEDGMENT			
authorized agent for foregoing instrument and acknow BANK AND TRUST COMPANY of directors or otherwise, for the authorized to execute this said BANK AND TRUST COMPANY. By Notary Public in and for the St My commission expires)) SS) of CALMSCI and known to me to be the read voluntary and duly authorized by PARKWAY BANK AND TRUST COMPANY the duly authorized by PARKWAY BANK AND TRUST uses and purposes therein mentioned, and on oath instrument and in fact executed this said instrument and in fact executed this said instrument are of CALMSCIANCE AND TRUST AN	at executed the within and ct and deed of PARKWAY COMPANY through its board in stated that he or she is to on behalf of PARKWAY L SEAL SZYMCZYK STATE OF ILLINOIS Expires 12/31/2017	
		O _{ff}	

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

1509956017 Page: 5 of 5

UNOFFICIAL COPY

MORTGAGE RIDER

THIS MORTGAGE or TRUST DEED is executed by LAKESIDE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the other party(ies) hereunder and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage or Trust Deed shall be construed as creating any Liability on LAICISIDE BANK or on any of the beneficiaries under said Trust Agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage or Trust Deed and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of the cosigner, endorser or guarantor of said Note.