

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

HS 252735

**Report Mortgage Fraud
800-532-8785**

The property identified as: PIN: 20-32-105-009-0000

Address:

Street: 7921 South Ada Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60620

Lender: Inland Bank and Trust

Borrower: Citywide Holding Group, LLC

Loan / Mortgage Amount: \$300,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 02D6E6E5-CA9F-4CEF-9437-82674664B9EC

Execution date: 04/02/2015

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RECORDATION REQUESTED BY:

Inland Bank and Trust
 2805 Butterfield Road, Suite
 200
 Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Miguel A. Hernandez, Loan Administrator
 Inland Bank and Trust
 2805 Butterfield Road, Suite 200
 Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2015, is made and executed between Citywide Holding Group, LLC, whose address is 8952 Hanslik Ct., Ste. 21, Naperville, IL 60564 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 2, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 4, 2009 as Document Number 0912457026 in the Cook County Recorder's Office and as last modified by Mortgage Modification dated April 2, 2010 and recorded on April 23, 2010 as Document Number 1011308079.

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

LOT 14 IN BLOCK 3 IN AUBURN HIGHLANDS, A SUBDIVISION OF LOTS 1, 2, 7 AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, 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 7921 S. Ada St., Chicago, IL 60620. The Real Property tax identification number is 20-32-105-009-0000.

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

This Modification of Mortgage reflects the following:

The paragraph titled "Revolving Line of Credit" in the above mentioned Mortgage is hereby eliminated.

The paragraph titled "Tax Escrow and Insurance Reserves" is hereby added to the above mentioned Mortgage as further described below:

TAX ESCROW AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the

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

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payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such 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 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 in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged 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 in the Mortgage.

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 APRIL 2, 2015.

GRANTOR:

CITYWIDE HOLDING GROUP, LLC

By: 

Steven T. Merritt, Member/Operating Manager of Citywide Holding Group, LLC

By: 

George Schwertfeger, Member/Operating Manager of Citywide Holding Group, LLC

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

INLAND BANK AND TRUST

X *[Signature]*
Authorized Signer

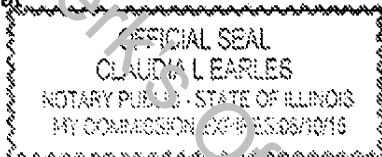
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DeWitt)

On this 10th day of April, 2015 before me, the undersigned Notary Public, personally appeared Steven T. Merritt, Member/Operating Manager of Citywide Holding Group, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *Claudia L. Earles*
Notary Public in and for the State of Illinois
My commission expires 6-10-15

Residing at _____



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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

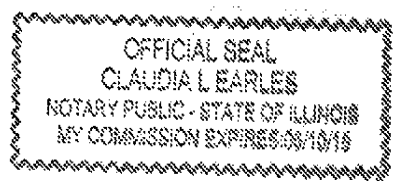
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 10th day of April, 2015 before me, the undersigned Notary Public, personally appeared **George Schwertfeger, Member/Operating Manager of Citywide Holding Group, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Claudia L. Earles Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6-10-15



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 10th day of April, 2015 before me, the undersigned Notary Public, personally appeared CHRIS METCALF and known to me to be the V.P., authorized agent for Inland Bank and Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Inland Bank and Trust, duly authorized by Inland Bank and Trust 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 Inland Bank and Trust.

By Claudia L. Earles Residing at _____
 Notary Public in and for the State of Illinois

My commission expires 6-10-15

