

# UNOFFICIAL COPY



RECORDING REQUESTED BY:

U.S. Bank National Association  
11 West Madison Street  
Oak Park, IL 60302

Doc#: 1517429005 Fee: \$72.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 06/23/2015 09:48 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
THIS INSTRUMENT WAS PREPARED BY:

Ross D. Taylor  
KRIEG DEVAULT LLP  
30 N. LaSalle Street  
Suite 2800  
Chicago, IL 60602

(Modifies Document No. 0405845061)

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## MODIFICATION OF MORTGAGE

This **MODIFICATION OF MORTGAGE** is effective as of November 30, 2014 (the "**Effective Date**"), is made and executed between FRANKLIN D. WILLIAMS, whose address is 1305 W. 61st Street, Chicago, IL 60636, and FRANKLIN WILLIAMS ENTERPRISES, INC., whose address is 1305 W. 61st Street, Chicago, IL 60636 (collectively referred to herein as the "**Grantor**"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, successor-by-merger to First Bank of Oak Park, whose address is 11 West Madison Street, Oak Park, IL 60302 (referred to herein as "**Lender**").

**MORTGAGE.** Grantor and Lender have entered into a Mortgage dated December 12, 2003 (as amended or modified from time to time, the "**Mortgage**") which has been recorded in the Office of the Cook County Recorder on **February 27, 2004** as **Document No. 0405845061**.

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

LOT 26, BLOCK 6 IN T.J. DIVEN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

The Real Property or its address is commonly known as 3716-3718 West Chicago Avenue, Chicago, IL 60651. ✓

The Real Property Tax identification number is 16-02-330-040-0000. ✓

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

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INT 8/11

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The definition of the word "Lender" is hereby modified to include U.S. Bank National Association, and its successors and assigns.

"Note" is hereby amended in its entirety to: The word "Note" means the Promissory Note dated November 30, 2009 in the original principal amount of \$63,760.75, as modified by the First Modification of Note Agreement dated effective November 30, 2010 and by that certain Loan Modification Agreement dated effective as of November 30, 2014, providing a maturity date of November 30, 2017, together with any extensions, modifications, renewals, substitutions, replacements or refinancing of the foregoing.


**CONTINUING VALIDITY.** This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Lender, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Lender shall not be impaired hereby.

**CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT.** The Real Property and the Mortgage are subject to that certain Cross-Collateralization and Cross-Default Agreement dated April 30, 2009 and recorded in the office of the Cook County, Illinois Recorder as Document No. 0916733038, as modified or amended from time to time. Grantor ratifies and confirms in all respects such agreement.


**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS EFFECTIVE AS OF THE EFFECTIVE DATE AND HAS BEEN EXECUTED AS OF THE DATE NOTARIZED BELOW.**

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**GRANTOR:**

  
\_\_\_\_\_  
Franklin D. Williams, Individually

FRANKLIN WILLIAMS ENTERPRISES, INC.,  
an Illinois ~~non-profit~~ corporation

By: <sup>F.W.</sup>   
\_\_\_\_\_  
Franklin D. Williams, President

**LENDER:**

U.S. BANK NATIONAL ASSOCIATION, a national banking association,  
as successor-in-interest to the Federal Deposit Insurance Corporation,  
Receiver for Park National Bank, successor-by-merger to First Bank of Oak Park

By: 

~~Michael J. Harris, Vice President~~

PAWEL LIGAS, AVP

PL  
F.W.

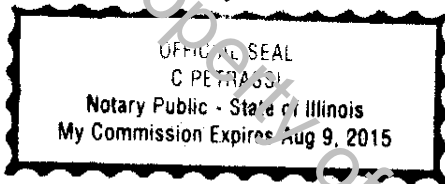
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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Cook )

Before me, a Notary Public, in and for said County and State, personally appeared **FRANKLIN D. WILLIAMS**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledge that he signed the Modification as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal, this 16<sup>th</sup> day of March, 2015.



[Signature]  
Notary Public - Signature

C. Petrassi  
Notary Public - Printed

My Commission Expires:  
Aug. 9, 2015

My County of Residence:  
Cook

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Franklin D. Williams, the President of **FRANKLIN WILLIAMS ENTERPRISES, INC.**, an Illinois corporation, and known to me to be the authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its by-laws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the Modification and in fact executed the Modification on behalf of the corporation.

WITNESS, my hand and Notarial Seal this 16<sup>th</sup> day of March, 2015.

My Commission Expires  
Aug 9, 2015 [Signature]

[Signature]  
Notary Public

My County of Residence:  
Aug 9, 2015 Cook



C. Petrassi  
Printed

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Cook )

*U Dawel UGAS*

Before me, a Notary Public, in and for said County and State, personally appeared <sup>*of*</sup> ~~Michael J. Harris~~, known to me to be a <sup>*Asst*</sup> Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, successor-by-merger to First Bank of Oak Park, and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 16th day of March, 2015.

\_\_\_\_\_  
Notary Public – Signature

*[Handwritten Signature]*  
*C. Petrassi*

\_\_\_\_\_  
Notary Public – Printed

My Commission Expires:

Aug 9, 2015

My County of Residence:

Cook

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