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INSTRUMENT PREPARED BY:

Gold Coast Bank
1165 N. Clark St. -- Suite 200
Chicago, IL 60610

Doc#: 1519622087 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/15/2015 02:08 PM Pg: 1 of 5

AFTER RECORDING, MAIL TO:

Gold Coast Bank
Attn: Loan Processing Department
1165 N. Clark St. -- Suite 200
Chicago, IL 60610

MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT ("**Agreement**") is made effectively as of June 24, 2015, by and between Josephine S. Lee, a married person, (if more than one, each is referred to as "**Mortgagor**") and GOLD COAST BANK, an Illinois banking corporation ("**Lender**").

RECITALS:

This Agreement is based upon the following recitals:

A. For full value received, Mortgagor and Kevin D. McConkey (if more than one, each is referred to as "**Borrower**") signed and delivered to Lender a Credit Agreement and Disclosure dated July 9, 2013, in the original principal amount of \$200,000.00 (said credit agreement, together with any and all renewals, extensions, modifications and replacements thereof is called the "**Credit Agreement**"), evidencing a revolving home equity line of credit ("**Line of Credit**") extended by Lender to Borrower.

B. The Credit Agreement is secured by a first priority Mortgage ("**Security Documents**") dated July 9, 2013 and recorded with the Recorder's Office of Cook County, IL, as document number(s) 1320708015, upon the real property legally described as follows ("**Mortgaged Premises**"):

UNITS 4207 AND 4209 IN THE 2800 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF) IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7, 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 6 AND 7 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE NO. 256886 ENTITLED 'AUGUSTA LEHMANN, AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS' RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST

S 1
P 5
S 1
M ✓
SC ✓
E ✓
INT ✓

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MODIFICATION OF MORTGAGE AGREEMENT (Continued)

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ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION FILED AS LR3096368, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 14-28-207-004-1647 AND 14-28-207-004-1649.

COMMON ADDRESS: 2800 N. Lake Shore Dr., Unit 4207 and 4209, Chicago, IL 60657.

C. The Credit Agreement has been modified by a Change In Terms Agreement ("**Change In Terms Agreement**") of even date herewith, between Borrower and Lender, whereby the Line of Credit is being increased by \$25,000.00 ("**Additional Credit**"), thereby increasing the face amount of the Credit Agreement from \$200,000.00 to \$225,000.00.

D. Mortgagor and Lender have agreed to modify the Security Documents to secure the Additional Credit and the Credit Agreement as modified by the Change In Terms Agreement.

E. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Agreement and subordinate its lien to the lien of the Security Documents, as herein modified, which Consent and Subordination is attached hereto as Exhibit "B"), and that the lien of the Security Documents, as herein modified, is a valid, subsisting second lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing recitals, the parties hereto mutually agree as follows (all capitalized terms used but not defined in this Agreement have the same meanings as assigned to them under the Security Documents):

1. The Security Documents are hereby modified to secure the Additional Credit and the Credit Agreement as modified by the Change In Terms Agreement.
2. The maximum principal amount of Indebtedness secured by the Security Documents is hereby increased from \$400,000.00 to \$450,000.00.
3. Except as otherwise provided in this Agreement, all other terms and conditions of the Security Documents and all other documents executed in connection therewith shall remain in full force and effect.

Continuing Validity. Nothing herein contained shall in any manner whatsoever impair the Security Documents and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

Reaffirmation of Security Documents. Mortgagor hereby ratifies, affirms, confirms and approves the Security Documents and each and every term thereof.

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Release of Claims against Lender. Except to the extent prohibited by federal or state law, Mortgagor hereby relinquishes and waives all defenses, claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loan evidenced by the Credit Agreement prior to the date hereof. Mortgagor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

Counterparts. This Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single integrated document. For purposes of negotiating and finalizing this Agreement, the signed Agreement or signature page transmitted by facsimile or email may be treated as the original Agreement or signature page and the parties' signatures on any documents transmitted by facsimile or email may be deemed original signatures.

Mortgagor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

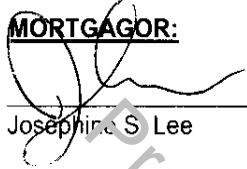
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[Signature page follows]

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MODIFICATION OF MORTGAGE AGREEMENT (Continued)

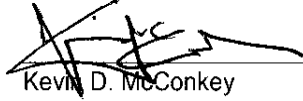
IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. **PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.**

MORTGAGOR:


Josephine S Lee

SEPARATE WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by the Security Documents as modified by this Agreement. I understand that I have no liability for any of the affirmative covenants in this Agreement.



Kevin D. McConkey

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Josephine S. Lee and Kevin D. McConkey, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he(he)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, for the uses and purposes therein set forth.

Dated: June 26, 2015



Notary Public



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MODIFICATION OF MORTGAGE AGREEMENT (Continued)

LENDER:

Gold Coast Bank

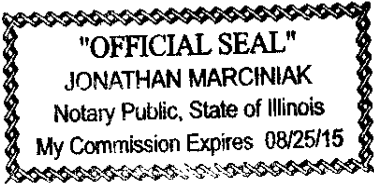
By: [Signature]
 Print: JOHN MORGAN
 Its: EVP/CFO

State of Illinois)
) ss.
 County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that John Morgan, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the EVP/CFO of GOLD COAST BANK, appeared before me this day in person and acknowledged that he(he)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: July 6, 2015

[Signature]
 Notary Public



Property of Cook County Clerk's Office