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WHEN RECORDED MAIL TO:
Evergreen Bank Group
Oak Brook Office
1515 West 22nd Street, Suite
100W

Doc#: 1521155094 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds Date: 07/30/2015 12:45 PM Pg: 1 of 4

SEND TAX NOTICES TO: JOSEPH CALTABIANO 1720 N CLF./FLAND AVE CHICAGO, IL 60614-5603

Oak Brook, iL 60523

FOR RECORDER'S USE ONLY

This Modification of Mongage prepared by:
LINDA A. DANIEL
Evergreen Bank Group
1515 West 22nd Street, Suite 100W
Oak Brook, IL 60523

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 10, 2015, is made and executed between JOSEPH CALTABIANO, A MARRIED MAN (NOT HOMESTEAD PROPERTY) (referred to below as "Grantor") and Evergreen Bank Group, whose address is 1515 West 221/d Street, Suite 100W, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 27, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows.

MORTGAGE RECORDED JULY 8, 2013 AS DOCUMENT 1318949957.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2 E ERIE ST APT 3712, CHICAGO, IL 60611-3158. The Real Property tax identification number is 17-10-107-018-1235 & 17-10-107-018-1376.

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

PRINCIPAL LOAN AMOUNT INCREASED FROM \$69,600.00 TO \$125,000.00 AND MATURITY DATE EXTENDED FROM JUNE 27, 2023 TO JULY 10, 2025.

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,

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## MODIFICATION OF MORTGAGE (Continued)

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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.

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 JULY 10, 2015. **GRANTOR:** LENDER: EVERGREEN BANK GROUP Łeake, Executive Vice President INDIVIDUAL ACKNOWLEDGMENT COUNTY OF On this day before me, the undersigned Notary Public, personally appeared OSEPH CALTABIANO, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, to the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_\_ Residing at 500 WEBJE ST, Chicago Notary Public in and for the State of \\_\_\_\_\_\_ \\_\_\_\_ \\_\_\_ \ OFFICIAL SEAL My commission expires <u>May</u> **SARAH JOHNSTON** Notary Public - State of Illinois My Commission Expires May 18, 2019

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Property of Cook County Clerk's Office

TO THE STATE OF TH

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKN	OWLEDGMENT		
voluntary act and deed of directors or otherwise authorized to execute the control of the contro	n to me to be the Execution and foregoing insof Evergreen Bank Grose, for the uses and purse this said instrument  Residing at	cutive Vice President, authorstrument and acknowledged up, duly authorized by Evergoses therein mentioned, and in fact executed this	rized said green nd on
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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### PARCEL 1:

UNIT 3712 AND G-444 IN THE 2 EAST ERIE CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARTS OF LCTS 7 AND 8 TOGETHER WITH THE WEST 30 FEET OF LOT 9 IN BLOCK 39 OF ASSESSOR'S DIVISION OF PARTS OF BLOCKS 33 AND 53, AND BLOCKS 39,, 46 AND 47 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 28, 1560, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 10, 2005 AS DOCUMENT NUMBER 0,13022149, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN STATE AND ERIE LEVEL PARTNERS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CHICAGO AND NORTHEAST ILLINOIS COUNCIL OF CARPENTERS DATED MARCH 27,2000 AND RECORDED APRIL 7,2000 AS DOCUMENT NUMBER 00.246970, AS AMENDED FROM TIME TO TIME, OVER THE LAND DESCRIBED THEREIN, AND SUBJECT TO 175 TERMS, INCLUDING THOSE PURSUANT TO SECTIONS 3.2 THROUGH 3.9, AND 21.3 BY SAID AGREEMENT.

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SUB-P.ECIPROCAL EASEMENT AGREEMENT PERTAINING TO THE RESIDENTIAL, RETAIL AND GAF AGE PORTIONS OF THE PROPERTY COMMONLY KNOWN AS 2 EAST ERIE, CHICAGO, ILLINOIS MADE BY STATE & ERIE LEVEL PARTNERS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED AS OF MAY 9,2005 AND RECORDED MAY 9,2005 AS DOCUMENT NUMBER 0512904178 FOR STRUCTURAL MEMBERS, FOOTIMES, CAISSON, FOUNDATIONS, COLUMNS AND BEAMS AND ANY OTHER SUPPORTING COMPONENTS, UTILITIES OR OTHER SERVICES, ENCROACHMENTS, AND MAINTENANCE OF FACILITIES.

COMMONLY KNOWN AS: 2 E ERIE ST, APT 3712, CHICAGO, IL 60611-3158 PERMANENT TAX NO.: 17-10-107-018-1235 & 17-10-107-018-1376