

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**WINTRUST BANK**  
190 S. LaSalle  
Suite 2200  
Chicago, IL 60603



Doc#: 1524744106 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/04/2015 03:39 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

\* **WINTRUST BANK**  
7800 LINCOLN AVENUE  
SKOKIE, IL 60077

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

\*

15246-40  
**BOX 162**

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 25, 2015, is made and executed between James P. Donnelly a/k/a James Donnelly and Margaret M. Donnelly a/k/a Margaret Donnelly, husband and wife, as tenants by the entirety, whose address is 3549 S. Maple Ave., Berwyn, IL 60402 (referred to below as "Grantor") and WINTRUST BANK, whose address is 190 S. LaSalle, Suite 2200, Chicago, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 25, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded July 5, 2012 in the office of the Cook County Recorder as Document No. 1218749039.

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

THE NORTH 24.00 FEET OF LOT 37 AND ALL OF LOT 38 (EXCEPT THE NORTH 16.0 FEET THEREOF) IN BLOCK 3 IN BOLDENWICKS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1118 Hannah Avenue, Forest Park, IL 60130. The Real Property tax identification number is 15-13-428-042-0000.

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

**RECITALS:**

A. Wintrust Bank (the "Lender") (formerly known as North Shore Community Bank & Trust Company, as successor Pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB, as Seller and Lender as Buyer dated October 18, 2013) made a loan (the "Loan") to Borrower in the principal amount of \$43,321.17, as evidenced by a Promissory Note dated June 25, 2012, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended, modified or

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

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replaced from time to time, the "Note"). Pursuant to the terms of a Business Loan Agreement dated June 25, 2012 the Loan was renewed by that certain Change in Terms agreement dated June 25, 2015 in the principal amount of \$37,357.64.

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property located at 1118 Hannah Avenue, Forest Park, IL 60130 (the "Property"), (ii) that certain Assignment of Rents dated June 25, 2012, recorded July 5, 2012 in the office of the Cook County Recorder as Document No. 1218749040 (the "Assignment of Rents") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$36,988.99.

D. The Note matures on August 25, 2015. The Borrower has requested that Lender extend the maturity date until August 25, 2018 and Lender is willing to extend the maturity date until August 25, 2018, on the terms and conditions set forth hereinafter.

**AGREEMENTS:**

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Extension of the Maturity Date.**

(a) The Maturity Date of the Note is hereby amended and extended from August 25, 2015 to August 25, 2018. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean August 25, 2018.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

**2. Change in Terms Agreement.** Contemporaneously with the execution of this Agreement a Change in Terms Agreement of even date herewith shall be executed by Borrower in the principal amount of \$36,988.99, having a maturity date of August 25, 2018. The Change in Terms Agreement shall have a Balloon payment at maturity. All references in any and all Loan Documents to the "Note" shall continue to include the Promissory Note dated June 25, 2012, as amended. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include the Promissory Note dated June 25, 2012, as amended.

**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

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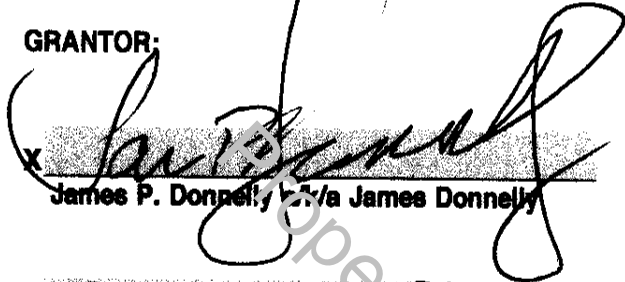
## MODIFICATION OF MORTGAGE

(Continued)

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 AUGUST 25, 2015.**

GRANTOR:

X 

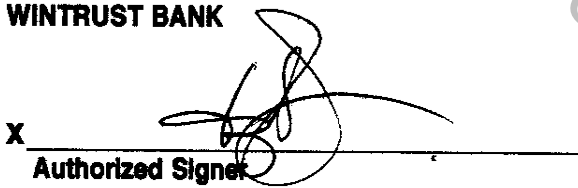
James P. Donnelly a/k/a James Donnelly

X 

Margaret M. Donnelly a/k/a Margaret Donnelly

LENDER:

WINTRUST BANK

X 

Authorized Signet

Office of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **James P. Donnelly a/k/a James Donnelly and Margaret M. Donnelly a/k/a Margaret Donnelly**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of August, 2015.

By Angela Avila Residing at 7022 W. Cermak Road, Chicago, IL 60636

Notary Public in and for the State of ILLINOIS

My commission expires 05/31/2016

*[Signature]*



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )



On this 21st day of August, 2015 before me, the undersigned Notary Public, personally appeared Liz Deboni and known to me to be the VP, authorized agent for **WINTRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WINTRUST BANK**, duly authorized by **WINTRUST BANK** 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 **WINTRUST BANK**.

By [Signature] Residing at 2814 W Fullerton

Notary Public in and for the State of Illinois

My commission expires 8-9-17

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## MODIFICATION OF MORTGAGE

(Continued)

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