### **UNOFFICIAL COPY**

MODIFICATION OF MORTGAGE

MAIL TO:

KAREN A. LAMONT 1824 STEWARTAV PARK RIAGE, IL



Doc#: 1525345042 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 09/10/2015 10:25 AM Pg: 1 of 5

PREPARED BY: Karen A. Lamont 1824 Stewart Avenue Park Ridge, IL 60641

THIS AGREEMENT is made 23 of A UGVS T, \_\_\_\_\_\_, 2015 by WELLS FARGO BANK, N.A., a corporation organized and existing under the .laws of the United States of America ("Lender"), and JAMES P. McKEOWN, a single person ("Borrower").

### **RECITALS**

A. Borrower executed and delivered to Lender, a Note and Mortgage, dated December 8, 2014, in the principal sum of \$385,000.00 (THREE HUNDRED FIGHTY FIVE THOUSAND AND NO/100s) which mortgage was recorded on December 19, 2014 with the Look County Recorder of Deeds as document number 1435334040 for the property legally described on Exhibit A.

- B. Borrower has requested the release of the mortgage from ga. 250 space G-64 and offered the substitution of garage spaces G-17 and G-14, in lieu thereof.
- C. Lender and Borrower have agreed to modify certain provisions of the Note and the Mortgage to consent to the release of mortgage from garage space G-64 and to consent to add the mortgage line to garage spaces G-17 and G-14.

### **AGREEMENTS**

In consideration of the foregoing recitals and for other value received, LENDER AND BORROWER AGREE AS FOLLOWS:

1. Affirmation of Obligations. Borrower affirms his responsibility for all obligations and liability for payment of all amounts due under the Note and the fulfillment of all obligations and payment of all amounts due under the Mortgage. Borrower's execution and delivery of this Agreement shall have the same effect as if Borrower had originally executed and delivered the Note and the Mortgage, and shall not constitute a novation of the obligations under the Note or the Mortgage.

PM

1525345042 Page: 2 of 5

# **UNOFFICIAL COPY**

- 2. Extent of Modifications. The Note and Mortgage are modified to the extent necessary to be consistent with the provisions of this Agreement. To the extent that this Agreement conflicts with the Note or the Mortgage, the provisions of this Agreement shall prevail. To the extent not otherwise modified by this Agreement, the Note and the Mortgage remain in full force and effect in accordance with their respective terms.
- 3. Parking Spaces G-17 and G-14 are added to the legal description of property subject to the lien Mortgage. The legal description of the property is amended as legally described on Exhibit B.
- 4. Representations. Borrower affirms the representations, warranties, covenants and grants of lien and security interests in Note and Mortgage.

LENDER: WELLS FARG	O BANK,	N.A.,		
By: Jama	1 V	Calutine		
Laura E. Valen	tine, Vi $_{ extcolorentermin}$	President		
State of Maryland	)	C		
County of Frederick	) SS )	04		
The foregoing instrum	ent was a	acknowledged by foco mothic	// day.es	1

The foregoing instrument was acknowledged before me this <u>//</u> day of <u>August</u>, 2015, by <u>Laura E. Valentine</u>, Vice <u>President</u> at Wells Fargo Bank, N.A., a corporation organized and existing under the laws of the United States of America, or hehalf of the corporation.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ August \_\_\_\_\_, 2015.

Notary Public, Kevin E. Rhoderick Commission Expires: January 17, 2017

1525345042 Page: 3 of 5

## **UNOFFICIAL CO**

**BORROWER:** 

State of Illinois

) SS

County of Cook )

I, the undersigned, a notary public in and for said County and State do hereby certify that James P. McKeown, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal, this  $\frac{157}{2}$  day of  $\frac{5EP7EMBER2015}{2}$ .

OFFICIAL SEAL KAREN A LAMONT

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/23/18

H County Clark's Office

1525345042 Page: 4 of 5

## **UNOFFICIAL COPY**

### Exhibit A

Units 404 and G-64 in Amhurst Loft Condominiums as delineated on a plat of survey of the following described parcel of real estate: Lots 5, 12 to 16 and that portion of the East and West 16 Foot Alley lying North of the adjoining said Lot 5 and the North and South alley lying West of and adjoining Lot 12 to 16 both alleys vacated by ordinance recorded as document No 10186377, in the subdivision of Lot 1 in Block 454 in Sheffields Addition to Chicago in the West Half of the Southwest Quarter of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit "D" to the Declaration of Condominium recorded on December 28, 1989 in the office of the Recorder of Deeds of Cook County, Illinois as document number 89618047 together with its undivided percentage interest in the common alements.

Permanent Index Nurvicer: 14-29-302-214-1064 and 14-29-302-214-1133

Property Address: 2600 N Southport Avenue #404 and G-64 Chicago, Illinois 60614

1525345042 Page: 5 of 5

## **UNOFFICIAL COPY**

### Exhibit B

Units 404 and G-17 and G-14 in Amhurst Loft Condominiums as delineated on a plat of survey of the following described parcel of real estate: Lots 5, 12 to 16 and that portion of the East and West 16 Foot Alley lying North of the adjoining said Lot 5 and the North and South alley lying West of and adjoining Lot 12 to 16 both alleys vacated by ordinance recorded as document No 10186377, in the subdivision of Lot 1 in Block 454 in Sheffields Addition to Chicago in the West Half of the Southwest Quarter of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit "D" to the Declaration of Condominium recorded on December 28, 1989 in the office of the Recorder of Deeds of Cook County, "Inois as document number 89618047 together with its undivided percentage interest in the common elements.

Permanent Inde < \under: 14-29-302-214-1064 and 14-29-302-214-1086 and 14-29-302-214-1083

1. Southpe.

Of Country Clarks Office Property Address: 2603 N. Southport Avenue #404 and #G-17 and #G-14 Chicago, Illinois 60614