

# UNOFFICIAL COPY

After recording return to:  
Jennifer L. Kelley  
Wells Fargo Home Mortgage  
8480 Stagecoach Drive  
Frederick, MD 21701

Mail tax bills to:  
Engin Yilmaz  
2550 N. Lakeview, Unit S12-06  
Chicago, Illinois 60614



Doc#: 1526013076 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/17/2015 01:49 PM Pg: 1 of 10

## MODIFICATION AGREEMENT, SUPPLEMENT TO MORTGAGE, AND PARTIAL RECONVEYANCE

This Agreement made and entered into this 27<sup>th</sup> day of August, 2015, by ENGIN YILMAZ, a married person and MELTEM YILMAZ, a married person, hereinafter collectively referred to as MORTGAGOR, and WELLS FARGO BANK, NA hereinafter referred to as MORTGAGEE;

WITNESSETH:

WHEREAS, MORTGAGOR executed a certain Mortgage instrument (the "Mortgage"), in favor of MORTGAGEE dated August 30, 2012, securing a note in the principal sum of 1,200,000.00 Dollars (\$1,200,000.00) (the "Note") which Mortgage was recorded on September 11, 2012 as Document No. 1225542123 of the County of Cook, State of Illinois, in which Mortgage the lands securing said indebtedness were described as follows (the "Original Legal Description"), to wit:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, MORTGAGOR wishes to convey or add, or modify the legal description to include Parking Space Units 253 and 254 as the parking space units covered by the Mortgage and therefore amend the above legal description by substituting therefore the following legally described property set forth on Exhibit "B" attached hereto (the "revised Legal Description") to wit:

SEE EXHIBIT "B" ATTACHED HERETO

and MORTGAGOR and MORTGAGEE have agreed to such amendments; and

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage now held by MORTGAGEE is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

1. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.

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2. MORTGAGEE hereby releases Parking Space Unit 36, described on Exhibit A-1, from the lien of the Mortgage. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
3. MORTGAGOR hereby covenants, promises, agrees, and reaffirms: (a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the MORTGAGOR therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
4. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it any way affect or impair the lien of said Mortgage, which MORTGAGOR acknowledges to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Mortgage and the lien of the Mortgage is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
5. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the MORTGAGOR, all of which shall remain in force and inure to the benefit of the Mortgage and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
6. MORTGAGOR shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to MORTGAGEE's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Mortgage shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WELLS FARGO BANK, NA

By: Ralph L. Hall

Name: Ralph L. Hall

Its: Vice President

MORTGAGORS

\_\_\_\_\_  
 ENGIN YILMAZ

\_\_\_\_\_  
 MELTEM YILMAZ

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2. MORTGAGEE hereby releases Parking Space Unit 36, described on Exhibit A-1, from the lien of the Mortgage. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
3. MORTGAGOR hereby covenants, promises, agrees, and reaffirms: (a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the MORTGAGOR therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
4. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it any way affect or impair the lien of said Mortgage, which MORTGAGOR acknowledges to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Mortgage and the lien of the Mortgage is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
5. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the MORTGAGOR, all of which shall remain in force and inure to the benefit of the Mortgage and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
6. MORTGAGOR shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to MORTGAGEE's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Mortgage shall remain in full force and effect.

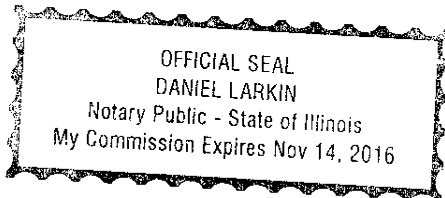
This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WELLS FARGO BANK, NA

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

MORTGAGORS



*Engin Yilmaz*  
 \_\_\_\_\_  
 ENGIN YILMAZ

*Meltem Yilmaz*  
 \_\_\_\_\_  
 MELTEM YILMAZ

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STATE OF MARYLAND     )  
   )   SS  
COUNTY OF FREDERICK   )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Ralph L. Hall, the Vice President of WELLS FARGO BANK, N.A., personally 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 they signed, sealed and delivered the said instrument in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Given under my hand and official seal, this 27 day of August, 2015



*Jennifer L. Kelley* (Notary Public)  
Jennifer L. Kelley  
My Commission Expires: 10/12/2016

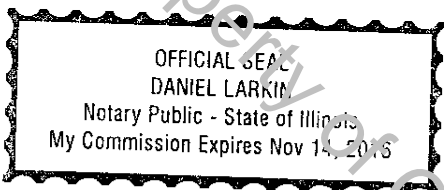
Property of Cook County Clerk's Office

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STATE OF ILLINOIS            )  
   )   SS  
 COUNTY OF COOK             )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT ENGIN YILMAZ and MELTEM YILMAZ, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29 day of August, 2015



[Signature] (Notary Public)

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**Prepared By:** THEODORE W. WROBLESKI  
 111 WEST WASHINGTON STREET, SUITE 1900  
 CHICAGO, IL 60602

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1A:

UNIT S12-06, IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

#### PARCEL 1B: RESIDENTIAL PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF

i) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, SIGNAGE, STORAGE LOADING DOCK, TRASH ROOM, GARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBED THEREIN.

ii) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE PARTS OF THE SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

#### PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF TWO BALCONIES FOR THE BENEFIT OF SAID UNIT S12-06, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit S12-06 (the "Residential Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN: 14-28-319-112-1165

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## PARCEL 2A:

UNIT 36, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

## PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

## PARCEL 2C:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA S36, FOR THE BENEFIT OF SAID UNIT 36, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A PARKING CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit 36 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN: 14-28-319-115-1226

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## EXHIBIT A-1 UNIT BEING RELEASED

### PARCEL 2A:

UNIT 36, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

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Commonly known as Unit 36 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN: 14-28-319-115-1226



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## EXHIBIT B

### LEGAL DESCRIPTION

#### PARCEL 1A:

UNIT S12-06, IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

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#### PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF TWO BALCONIES FOR THE BENEFIT OF SAID UNIT S12-06, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit S12-06 (the "Residential Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN: 14-28-319-112-1165

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## PARCEL 2A:

UNIT 253 AND 254, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

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## PARCEL 2C:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA S253 AND S254, FOR THE BENEFIT OF SAID UNIT 253 AND 254, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A PARKING CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit 253 and 254 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN: 14-28-319-115-1350; 14-28-319-115-1351