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RECORDATION REQUESTED BY:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604



Doc#: 1604829011 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/17/2016 10:11 AM 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:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

16046-68
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2016, is made and executed between Ivana Anderson and Tomce Manoski, as tenants in common, whose address is 3855 N. Pacific, Chicago, IL 60634 (referred to below as "Grantor") and WINTRUST BANK, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded February 24, 2012 in the office of the Cook County Recorder of Deeds as Document No. 1205549018.

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

PARCEL 1: COMMERCIAL UNIT 3264 N. CLARK IN THE RESIDENCE AT CLARK AND SCHOOL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

LOTS 14, 15, 16, 17, 18, AND 19 IN THE RESUBDIVISION OF BLOCK 2 IN HAMLETON WESTON AND DAVIS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 17, 2006 AS DOCUMENT 0622912000, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATION AS THEY ARE FILED OF RECORD PURSUANT TO THE DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATION ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDED OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

PARCEL 2: A PERPETUAL AND EXCLUSIVE EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE P-2, A LIMITED COMMON ELEMENT AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

The Real Property or its address is commonly known as 3264 N. Clark St., Chicago, IL 60657. The Real Property tax identification number is 14-20-426-056-1031.

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

RECITALS:

A. Wintrust Bank formerly known as North Shore Community Bank & Trust Company ("Lender"), 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 \$240,409.20, as evidenced by a Promissory Note dated November 1, 2011, in the principal amount of the Loan made payable by Borrower to the order of Lender, the ("Note"). Pursuant to the terms of a Business Loan Agreement dated November 1, 2011 the Loan was renewed by that certain Change in Terms agreement dated November 1, 2014 in the principal amount of \$223,211.62. The Loan was further renewed by that certain Change in Terms agreement dated December 19, 2014 in the principal amount of \$222,121.71.

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property located at 3264 N. Clark St., Chicago, IL 60657 (the "Property"), (ii) that certain Assignment of Rents dated November 1, 2011, recorded February 24, 2012 in the office of the Cook County Recorder of Deeds as Document No. 1205549019 (the "Assignment of Rents") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranties 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 principal balance of the Note is \$213,717.08.

D. The Note matured on January 1, 2016. The Borrower has requested that Lender extend the maturity date until January 1, 2019 and Lender is willing to extend the maturity date until January 1, 2019, 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 January 1, 2016 to January 1, 2019. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean January 1, 2019.

(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 \$213,717.08, having a maturity date of January 1, 2019. All references in any and all Loan Documents to the "Note" shall continue to include the Note, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include Note, as

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MODIFICATION OF MORTGAGE (Continued)

amended or modified.

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 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 JANUARY 1, 2016.

GRANTOR:

X Ivana Anderson
Ivana Anderson

X Tomce Manoski
Tomce Manoski

LENDER:

WINTRUST BANK

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

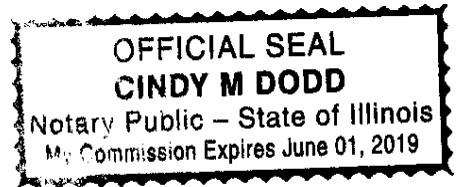
On this day before me, the undersigned Notary Public, personally appeared **Ivana Anderson**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of January, 20 16.

By Cindy M DODD Residing at Chgo IL

Notary Public in and for the State of Illinois

My commission expires 6/1/19



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
)
) SS
 COUNTY OF Piellas)

On this day before me, the undersigned Notary Public, personally appeared **Tomce Mancoski**, 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, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of January, 20 16.

By MARIA BERRIOS Residing at 7360 US Hwy 19N

Notary Public in and for the State of Florida Piellas Park FL 33781

My commission expires Oct 30, 2017



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

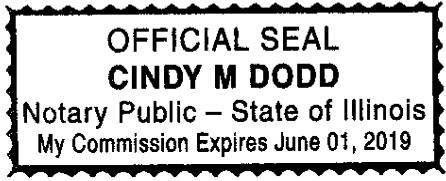
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 28th day of January, 2016 before me, the undersigned Notary Public, personally appeared William Turjovec and known to me to be the Vice President, 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 Cindy M Dodd Residing at Chgo IL

Notary Public in and for the State of Illinois

My commission expires 6/1/19



NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE