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1617450136

RECORDATION REQUESTED BY:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

Doc#: 1617450136 Fee: \$46.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 06/22/2016 01:40 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

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Skokie, IL 60076

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

ASHER FEIGER, LOAN DEPT

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2015, is made and executed between 7400 S. ROCKWELL LLC, whose address is 3774 W. DEVON, LINCOLNWOOD, IL 60712 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 18, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED NOVEMBER 8, 2013 AS DOCUMENT NUMBER 1331222053, KAREN A. YARBROUGH, COOK COUNTY RECORDER OF DEEDS.

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

LOTS 2 THRU 9, 11 THRU 139 AND 141 IN THE FINAL PLAT OF SUBDIVISION OF MARQUETTE VILLAGE, BEING A SUBDIVISION OF PART OF THE THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 2007 AS DOCUMENT 0711322000, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7400 S. ROCKWELL, CHICAGO, IL 60629. The Real Property tax identification number is 19-25-232-002-0000.

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

THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO APRIL 18, 2016 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED APRIL 18, 2015.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 819382

(Continued)

Page 2

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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR CONSIDERATION. GRANTOR ACKNOWLEDGES THAT IT HAS REQUESTED THIS LOAN AND THAT IT RECEIVES BENEFIT FROM LENDER MAKING THIS LOAN TO BORROWER. GRANTOR IS PLEDGING COLLATERAL IN ORDER TO INDUCE LENDER TO MAKE LOAN TO BORROWER. GRANTOR UNDERSTANDS THAT IF SUCH COLLATERAL PLEDGE WERE NOT PROVIDED LENDER WOULD NOT MAKE SUCH LOAN.

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes on the Real Property and 1/12 of the annual premiums for the policies of insurance required to be maintained herein, as estimated by Lender, so as to provide sufficient funds for the payment of each year's real estate taxes and insurance premiums one month prior to the date the real estate taxes and insurance premiums become delinquent. Grantor shall further pay into the reserve account a monthly pro-rata share of all assessments and other charges which may accrue against the Real Property. If the amount so estimated and paid shall prove to be insufficient to pay such real estate taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 819382

(Continued)

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 18, 2015.

GRANTOR:

7400 S. ROCKWELL LLC

By: 

ELIYAHU STEFANSKY, Manager of 7400 S. ROCKWELL LLC

By: 

ROBERT MOBERG, Authorized Signatory of 7400 S. ROCKWELL LLC

LENDER:

1ST EQUITY BANK

X 

Authorized Signer

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Loan No: 819382

(Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF ILLINOISCOUNTY OF COOK

On this 15th day of April, 2015 before me, the undersigned Notary Public, personally appeared **ELIYAHU STEFANSKY, Manager of 7400 S. ROCKWELL LLC and ROBERT MOBERG, Authorized Signatory of 7400 S. ROCKWELL LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Judith Stern Residing at _____

Notary Public in and for the State of ILLINOIS

1st Equity Bank
3956 W. Dempster
Skokie, IL 60076

My commission expires 7-29-2016

Notary of Cook County Clerk's Office

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Loan No: 819382

(Continued)

Page 5

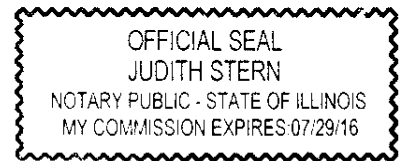
LENDER ACKNOWLEDGMENTSTATE OF ILLINOIS

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COUNTY OF COOK

) SS

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On this 10th day of April, 2016 before me, the undersigned Notary Public, personally appeared Louis J Kolom and known to me to be the President, authorized agent for **1st Equity Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank**, duly authorized by **1st Equity 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 **1st Equity Bank**.

By Judith Stern

Residing at _____

Notary Public in and for the State of ILLINOIS

1st Equity Bank
3956 W. Dempster
Skokie, IL 60076

My commission expires 7-29-2016

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