

UNOFFICIAL COPY



1620841162

Doc#: 1620841162 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/26/2016 02:13 PM Pg: 1 of 5

RECORDATION REQUESTED BY:
WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

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

16208-56
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2016, is made and executed between Jose A. Pulido and Maria Pulido a/k/a Maria C. Pulido, his wife, in joint tenancy, whose address is 2711 N. Kedzie Avenue, Chicago, IL 60647 (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 June 1, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on August 16, 2010 in the office of the Cook County Recorder as Document No. 1022812065.

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

LOT 28 IN BLOCK 2 IN E.B. MCCAGG'S SUBDIVISION OF OUTLOT 19 IN CANAL TRUSTEES' SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1458 W. Augusta, Chicago, IL 60622. The Real Property tax identification number is 17-05-309-078.

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 \$895,000.00, as evidenced by a Promissory Note dated June 1, 2010, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Original Note"). Pursuant to the terms of a Business Loan Agreement dated June 1, 2010, the Loan was renewed and in evidence thereof the Original Note was restated and replaced by that certain Promissory Note dated June 1, 2012 in the original principal amount of \$863,608.83 ("1st Renewal Note"). The Loan was further renewed and in evidence thereof the 1st Renewal Note was restated and replaced by that certain

S
P
S
SC
INTAB

5

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

Promissory Note dated June 1, 2013 in the principal amount of \$847,950.29 (the "2nd Renewal Note"). Together the Original Note, the 1st Renewal Note, and the 2nd Renewal Note, as amended or modified shall be referred to as the "Note".

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), modified by a Modification of Mortgage dated June 1, 2012 and recorded on November 28, 2012 in the office of the Cook County Recorder as Document No. 1233355078, and further modified by that certain Modification of Mortgage dated June 1, 2013 and recorded on August 1, 2013 in the office of the Cook County Recorder as Document No. 1321355256, on the real property commonly known as 1458 W. Augusta Chicago, IL 60622 (the "Property"), (ii) that certain Assignment of Rents dated June 1, 2010, recorded August 16, 2010 in the office of the Cook County Recorder as Document No. 1022812066 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Note, 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 \$793,948.21.

D. The Note matured on June 1, 2016. The Borrower has requested that Lender extend the maturity date of the Note until June 1, 2017 and Lender is willing to extend the maturity date until June 1, 2017, 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 agreement by Lender and Borrowers to modify the Loan Documents, as provided herein, (iii) Borrowers' 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 for the Loan is hereby amended and extended from June 1, 2016 to June 1, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean June 1, 2017.

(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 \$793,948.21, having a maturity date of June 1, 2017. 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 the Note, as 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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

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 JUNE 1, 2016.

GRANTOR:

x Jose A. Pulido
Jose A. Pulido

x Maria Pulido a/k/a Maria C. Pulido
Maria Pulido a/k/a Maria C. Pulido

LENDER:

WINTRUST BANK

x Kristin Barrett
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Jose A. Pulido and Maria Pulido a/k/a Maria C. Pulido** 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 7th day of July, 20 2016

By Dayra Isabel Hendy Residing at Chicago IL

Notary Public in and for the State of Illinois

My commission expires April 18, 2018



LENDER ACKNOWLEDGMENT

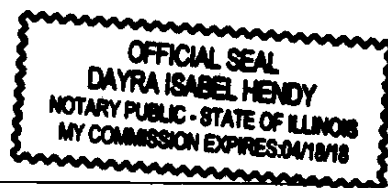
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 7th day of July, 2016 before me, the undersigned Notary Public, personally appeared Kristin Heskell and known to me to be the VP - Wintrust Branch, 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 Dayra Isabel Hendy Residing at Chicago IL

Notary Public in and for the State of Illinois

My commission expires April 18, 2018



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 5

LaserPro, Ver. 16.1.10.003 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved. - IL
5500003090-10 c:\LASERPRO\WB\APPS\CFIWIN\CFILPLIG201.FC TR-15635 PR-84

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office