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1630029124

RECORDATION REQUESTED BY:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

Doc# 1630029124 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/26/2016 04:22 PM PG: 1 OF 4

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 6, 2016, is made and executed between Robert Vanecko a/k/a Robert G. Vanecko and Jane Marie Vanecko a/k/a Jane M. Vanecko, husband and wife, not as joint tenants or tenants in common but as tenants by the entirety, whose address is 5912 N. Forest Glen Avenue, Chicago, IL 60646 (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 September 6, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on September 27, 2006 in the office of the Cook County Recorder as Document No. 0627008146.

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

LOT 353 AND THE NORTH 1/2 OF LOT 352 IN KOESTER AND ZANDER'S SAUGANAH SUBDIVISION OF PARTS OF LOTS 1 TO 4, INCLUSIVE IN OGDEN AND JONES' SUBDIVISION OF BRUNSON'S TRACT IN CALDWELL'S RESERVE OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5912 N. Forest Glen Avenue, Chicago, IL 60646. The Real Property tax identification number is 13-03-303-036-0000 and 13-03-303-037-0000.

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

RECITALS:

A. Wintrust Bank formerly known as North Shore Community Bank & Trust Company ("Lender") made a loan (the "Loan") to Borrower in the principal amount of \$450,000.00, as evidenced by a Home Equity Line Credit Agreement dated September 6, 2006, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Credit Agreement").

B. The Credit Agreement is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 5912 N. Forest Glen Avenue, Chicago, IL 60646 (the "Property"). The Credit Agreement, the Mortgage, and any and all other documents

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BOX 162

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MODIFICATION OF MORTGAGE (Continued)

Page 2

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 commitment of the Credit Agreement is \$448,457.70, with a current outstanding principal balance of \$448,457.70.

D. The Credit Agreement matured on September 6, 2016. The Borrower has requested that Lender extend the maturity date of the Credit Agreement until December 6, 2016 and Lender is willing to extend the maturity date until December 6, 2016, 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 Borrower 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 September 6, 2016 to December 6, 2016. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean December 6, 2016.

(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 Home Equity Line Credit Agreement Change in Terms Agreement of even date herewith shall be executed by Borrower in the principal amount of \$448,457.70, having a maturity date of December 6, 2016. All references in any and all Loan Documents to the "Credit Agreement" shall continue to include the Credit Agreement, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include the Credit Agreement, 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 endorser 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.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 6, 2016.

GRANTOR:

x Robert G. Vanecko
Robert G. Vanecko

x Jane M. Vanecko
Jane M. Vanecko

LENDER:

WINTRUST BANK

x Star Bailin
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

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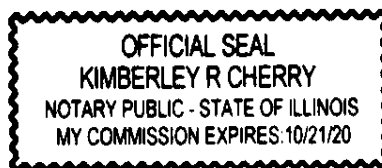
On this day before me, the undersigned Notary Public, personally appeared **Robert G. Vanecko and Jane M. Vanecko**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of September, 2016.

By Kimberley Cherry Residing at 1045 DAVID Dr. Bensenville,

Notary Public in and for the State of Illinois

My commission expires 6/21/20



16

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

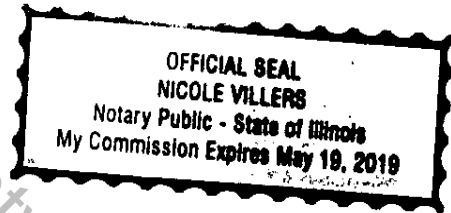
STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 22nd day of September, 2016 before me, the undersigned Notary Public, personally appeared Steven Bauler and known to me to be the Vice President, authorized agent for **WINTRUST BANK** that executed 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 Nicole Villers Residing at Wilmette, IL

Notary Public in and for the State of Illinois

My commission expires 05.19.19



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Cook County Clerk's Office