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



1631944030

Doc# 1631944030 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/14/2016 11:50 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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2016, is made and executed between Wojciech Puzuk f/k/a Zdzislaw Puzuk and Dorota Puzuk a/k/a Dorota Owdziej, husband and wife, in joint tenancy, whose address is 3095 Blackthorn Rd., Riverwoods, IL 60015 (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 March 13, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Security Agreement and UCC Fixture Filing recorded on March 21, 2007 in the office of the Cook County Recorder of Deeds as Document No. 0708055093.

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

LOT 35 IN BLOCK 50 IN NORTHWEST LAND ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT-OF-WAY OF THE NORTHWESTERN RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4539-41 North Albany, Chicago, IL 60625. The Real Property tax identification number is 13-13-119-008-0000.

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

RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$1,000,000.00, as evidenced by a Promissory Note dated March 13, 2007, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Original Note"). The Loan was renewed and the Original Note was replaced by that certain Amended and Restated Promissory Note dated December 1, 2009 in the principal amount of \$1,035,000.00 (the "1st Renewal Note"). The Loan was further renewed and in evidence thereof the 1st Renewal Note was restated and replaced by that certain Second Amended and Restated Promissory Note dated June 1, 2010 in the principal amount of \$1,032,000.00 (the "2nd Renewal Note"). The Loan was further renewed by that certain Loan Modification and Forbearance Agreement dated January

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MODIFICATION OF MORTGAGE (Continued)

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1, 2011 in the principal amount of \$1,024,478.43. 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 Loan was further renewed and in evidence thereof the Loan was replaced and reinstated as follows:

i. A Loan (the "Loan 1") to Borrower in the principal amount of \$670,931.92, as evidenced by a Promissory Note dated January 1, 2013, in the principal amount of Loan 1 made payable by Borrower to the order of Lender (the "Note 1"). Loan 1 was modified by that certain Change in Terms Agreement dated May 10, 2013 in the principal amount of \$670,931.92. Loan 1 was further modified and in evidence thereof Note 1 was restated and replaced by that certain Promissory Note dated January 1, 2016 in the principal amount of \$636,424.45 (the "First Renewal Note for Loan 1"). Together, Note 1 and the First Renewal Note for Loan 1, as amended, modified or replaced from time to time, shall be referred to as "Note 1".

ii. A Loan (the "Loan 2") to Borrower in the principal amount of \$324,573.00, as evidenced by a Promissory Note dated January 1, 2013, in the principal amount of Loan 2 made payable by Borrower to the order of Lender (the "Note 2"). Loan 2 was modified by that certain Change in Terms Agreement dated May 10, 2013 in the principal amount of \$324,573.00. Loan 2 was further modified and in evidence thereof Note 2 was restated and replaced by that certain Promissory Note dated January 1, 2016 in the principal amount of \$307,209.93 (the "First Renewal Note for Loan 2"). Together, Note 2 and the First Renewal Note for Loan 2, as amended, modified or replaced from time to time, shall be referred to as "Note 2".

C. Together Notes 1 and 2 are secured by, among other instruments, (i) that certain Mortgage and Security Agreement and UCC Fixture Filing described above (the "Mortgage"), modified by that certain Amendment of Mortgage dated December 1, 2009, recorded on January 4, 2010 in the office of the Cook County Recorder of Deeds as Document No. 1000439028, further modified by that certain Second Amendment of Mortgage dated June 1, 2010, recorded on August 9, 2010 in the office of the Cook County Recorder of Deeds as Document No. 1022149016, further modified by that certain Modification of Mortgage dated January 1, 2013, recorded on January 18, 2013 in the office of the Cook County Recorder of Deeds as Document No. 1301855101, and further modified by that certain Modification of Mortgage dated January 1, 2016, recorded on March 29, 2016 in the office of the Cook County Recorder of Deeds as Document No. 1608916033, all on the real property commonly known as 4539-41 North Albany, Chicago, IL 60625 (the "Property"), (ii) that certain Assignment of Leases and Rents dated March 13, 2007 and recorded on March 21, 2007 in the office of the Cook County Recorder of Deeds as Document No. 0708055094 (the "Assignment of Rents") on the Property, (iii) that certain Security Agreement - Chattel Mortgage dated March 13, 2007, recorded on March 21, 2007 in the office of the Cook County Recorder of Deeds as Document No. 0708055095 (the "Security Agreement") on the property, (iv) that certain Financing Statement filed March 21, 2007 in the office of the Cook County Recorder of Deeds as Document No. 0708055096, continued by Financing Statement Amendment filed March 27, 2012 in the office of the Cook County Recorder of Deeds as Document No. 1208749012 (the "Financing Statement") on the property. The Note, the Mortgage, the Assignment of Rents, the Security Agreement 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".

D. The current outstanding principal balance of Note 1 is \$621,159.62.

E. The current outstanding principal balance of Note 2 is \$297,711.90.

F. Notes 1 and 2 matured on October 1, 2016. The Borrower has requested that Lender extend the maturity date of Notes 1 and 2 until July 1, 2017 and Lender is willing to extend the maturity dates of Notes 1 and 2 until July 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 Borrower to modify the Loan

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MODIFICATION OF MORTGAGE (Continued)

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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 for Loan 1.

(a) The Maturity Date of Loan 1 is hereby amended and extended from October 1, 2016 to July 1, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean July 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. Extension of the Maturity Date for Loan 2.

(a) The Maturity Date of Loan 2 is hereby amended and extended from October 1, 2016 to July 1, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean July 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.

3. Change in Terms Agreement for Loan 1. 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 \$621,159.62, having a maturity date of July 1, 2017. All references in any and all Loan Documents to the "Note" shall now include Note 1, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include Note 1, as amended or modified.

4. Change in Terms Agreement for Loan 2. 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 \$297,711.90, having a maturity date of July 1, 2017. All references in any and all Loan Documents to the "Note" shall now include Note 2, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include Note 2, 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 OCTOBER 1, 2016.

GRANTOR:

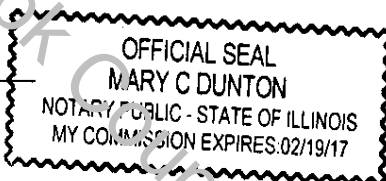
x *[Signature]*
Wojciech Puzuk

x *[Signature]*
Dorota Puzuk a/k/a Dorota Owdziej

LENDER:

WINTRUST BANK

x *[Signature]*
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **Wojciech Puzuk** and **Dorota Puzuk a/k/a Dorota Owdziej**, 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 15 day of October, 2016.

By Mary C Dunton Residing at 815 Saunders Rd W. Brook

Notary Public in and for the State of Ill

My commission expires 2-19-17

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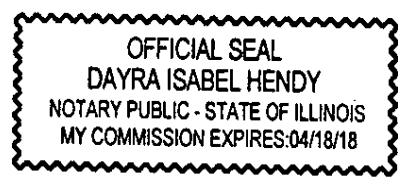
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 20th. day of October, 2016 before me, the undersigned Notary Public, personally appeared Kristin Heskett and known to me to be the V. 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 Dayra Isabel Hendy Residing at Chicago, IL
 Notary Public in and for the State of Illinois
 My commission expires April 18, 2018



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County Clerk's Office