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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/29/2016 01:46 PM PG: 1 OF 6

RECORDATION REQUESTED BY:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage and Assignment of Rents prepared by:

Credit Administration Department
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

CT 8858185 OP

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated December 10, 2016, is made and executed between Patrick McLoughlin and Mary McLoughlin, his wife as Joint Tenants, whose address is 5725 W. 90th St., Oak Lawn, IL 60453 (referred to below as "Grantor") Patrick McLoughlin ("Patrick"), Mary McLoughlin ("Mary") (Patrick and Mary are collectively referred to as the "Borrowers") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE AND ASSIGNMENT OF RENTS. Lender and Borrowers have entered into a Mortgage and Assignment of Rents dated September 10, 2011 (the "Mortgage and Assignment of Rents") which have been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded in the office of the Cook County Recorder of Deeds as Document Number 1130040043.

Assignment of Rents recorded in the officer of the Cook County Recorder of Deeds as Document Number 1130040044.

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

See Property Description Exhibit, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 7719 Nagle Avenue, Burbank, IL; 6237 W. 92nd Street, Oak Lawn, IL; 5258 W. 79th Street units A3 and B1, Burbank, IL and 9440 S. 51st Avenue, Unit 508 and P-27, Oak Lawn, IL. The Real Property tax identification number is 19-30-406-010-0000 (7719 Nagle); 24-05-310-002-0000 (6237 W. 92nd); 19-28-336-022-1006 (5258 W 79th Unit A3); 19-28-336-022-1002 (5258 W 79th Unit B1) and

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24-04-417-046-1066 & 24-04-417-046-1096 (9440 S. 51st Unit 508 & P-27).

TRANSFER. Without the prior written consent of Lender, Borrowers have transferred title of the Real Property from Borrowers to Grantor (the "Transfer"). Despite the Transfer allegedly being an Event of Default under the loan documents, Lender is willing to waive the alleged Event of Default provided that: (i) the Borrowers execute this Modification and any other documents reasonably requested by Lender to effectuate the terms of this Modification; (ii) Lender is able to obtain and perfect a first lien position on the Real Property as security for the Note (as hereinafter defined); and (iii) Lender is able to obtain a date down endorsement of the existing mortgage loan policy of Title Insurance (as more particularly described below).

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

1. **Borrowers transferred title to Grantors as referenced herein above. At the direction of Borrowers, Grantor shall execute and deliver to Lender this Modification.**
2. **Grantors shall be the grantor of the Mortgage and Assignment of Rents.**
3. **This Modification supports the renewal of a Promissory Note in the amount of \$600,000.00 dated September 10, 2011 jointly and severally executed by Borrowers to Lender referenced in the original Mortgage and Assignment of Rents together will all renewals of, extension of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Change in Terms Agreement.**

PRESERVATION OF RIGHTS. Nothing in this Modification or the negotiations and discussions relating hereto is intended to release or discharge Borrowers, Grantors, or any Guarantors from any obligation under the Loan Documents, or any other documents executed in connection with the loan.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents 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 and Assignment of Rents 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 and Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and Assignment of Rents 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 and Assignment of Rents 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.

NO NOVATION. The Modification is not intended to be, and shall not constitute a release or discharge of any of the Loan Documents or a novation thereof.

CONDITIONS PRECEDENT. It shall be a condition precedent to the effect of this Modification that Lender shall obtain a date down endorsement of any existing mortgage loan policy of title insurance (the "Endorsement") with respect to the Mortgage and Assignment of Rents in form and content reasonably acceptable to Lender insuring continuing validity enforceability and priority of the Mortgage and Assignment of Rents as modified subject only to those defects, liens and encumbrances set forth in such policy and Borrowers shall pay (i) the costs to obtain the Endorsement and record this Modification and (ii) Lender's reasonable attorney's fees and costs in connection with this Modification and Grantor's assumption of the Loan; and otherwise satisfy the requirements of Lender relating to the assumption and modification of the Loan.

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.

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GRANTORS AND BORROWERS ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND GRANTORS AND BORROWERS AGREE TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS IS DATED DECEMBER 10, 2016.

GRANTOR:

By: Patrick McLaughlin
PATRICK MCGLOUGHLIN

By: Mary M. Laughlin
MARY MCGLOUGHLIN



LENDER:

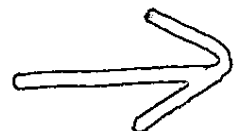
MARQUETTE BANK

X ASB
Authorized Signer

BORROWER:

By: Patrick McLaughlin
PATRICK MCGLOUGHLIN

By: Mary M. Laughlin
MARY MCGLOUGHLIN



Property of Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

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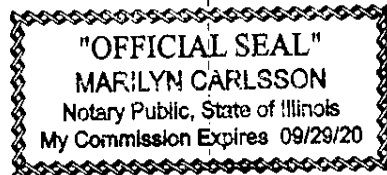
On this 10th day of DECEMBER, 2016 before me, the undersigned Notary Public, personally appeared WILLIAM FRANK JR and known to me to be the VICE PRESIDENT, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By Marilyn Carlsson

Residing Tinley Park at

Notary Public in and for the State of ILLINOIS

My commission expires 9-29-20



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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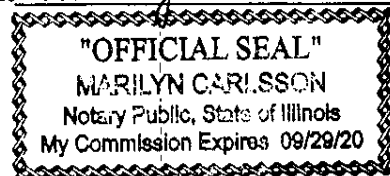
On this 10th day of DECEMBER, 2016 before me, the undersigned Notary Public, personally appeared **Patrick McLoughlin and Mary McLoughlin**, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

By Marilyn Carlsson

Residing at Tinley Park

Notary Public in and for the State of ILLINOIS

My commission expires 9-29-20



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PROPERTY DESCRIPTION EXHIBIT

This **PROPERTY DESCRIPTION EXHIBIT** is attached to and by this reference is made a part of the **Modification of Mortgage, dated December 10, 2016, and executed in connection with a loan or other financial accommodations between MARQUETTE BANK and Patrick McLoughlin and Mary McLoughlin.**

Legal Description

Parcel 1: Lot 35 in Block 17 in Frederick H. Bartlett's First Addition to Greater 79th Street Subdivision, being a Subdivision of South East quarter of South East quarter of Section 30, also the South West quarter of South West quarter and South east quarter of South West quarter of Section 29, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7719 Nagle Ave., Burbank, IL 60459
PIN: 19-30-406-010-0000

Parcel 2: Lot 7 in Emily Highlands, a Resubdivision of Lot 11 in Oak Lawn Farms being a Subdivision of the Southwest 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian (except the East 1/2 of the East 1/2 of the Southeast 1/4 of said Southwest 1/4) in Cook County, Illinois.

Commonly known as: 6237 W. 92nd St., Oak Lawn, IL 60453
PIN: 24-05-310-002-0000

Parcel 3A:

Unit numbers B1 and A3 in Lockwood Manor Condominium, as delineated on a plat of survey of the following described tract of land:

Lots 10, 11, 12, 13 and 14 and all of vacated 20 foot alley lying North of and adjacent to said Lots 10, 11, 12 13 and 14 in Block 28 in R. J. Finitzo and Company's West 79th Street Subdivision, being a Resubdivision of Blocks 24, 25 and part of Block 27 and all of Block 28 in Keystone Addition to Chicago, being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Which plat of survey is attached as Exhibit "D" to the Declaration of Condominium recorded October 10, 2006 as Document Number 0628322006, as amended from time to time; together with their undivided percentage interest in the common elements.

Parcel 3B:

The exclusive right to the use of garage space G-7, a limited common element, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Parcel 3C:

The exclusive right to the use of storage space S-5, S-6, limited common elements, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Parcel 3D:

The exclusive right to the use of parking space PB-1 and PA-3, limited common elements, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Commonly known as: 5258 W. 79th Street, Unit A3 and B1, Burbank, IL 60459
PIN: 19-28-336-022-1006 and 19-28-336-022-1002

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Parcel 4A:

Unit Numbers 508 and P-27 in 51st Avenue Station Condominium, as delineated on a plat of survey of the following described tract of land:

51st Avenue Station, a planned unit development, being a consolidation of part of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 4, Township 37 North, Range 13 East of the Third Principal Meridian, which plat of consolidation recorded as Document Number 0422419054, in Cook County, Illinois;

Which survey is attached as Exhibit "D" to the Declaration of Condominium recorded July 18, 2005 as Document number 0519919039, as amended from time to time; together with their undivided percentage interests in the common elements.

Parcel 4B:

Exclusive right to use for storage purposes, in and to storage space No. SS508, a limited common element, as set forth and defined in said Declaration of Condominium and survey attached thereto, in Cook County, Illinois.

Commonly known as: 9440 S. 51st Avenue, Unit 508 and P-27, Oak Lawn, IL 60453
PIN: 24-04-417-046-1066 and 24-04-417-046-1096.

THIS PROPERTY DESCRIPTION EXHIBIT IS EXECUTED ON DECEMBER 10, 2016.

GRANTOR:

By: *Patrick McLaughlin*
PATRICK MCGLOUGHLIN

By: *Mary McLaughlin*
MARY MCGLOUGHLIN

LENDER:

MARQUETTE BANK
X *[Signature]*
Authorized Signer

BORROWER:

By: *Patrick McLaughlin*
PATRICK MCGLOUGHLIN

By: *Mary McLaughlin*
MARY MCGLOUGHLIN