

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

Doc#. 1706815036 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/09/2017 10:13 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

**SEND TAX NOTICES TO:**

The Paul H. Buehler  
Declaration of Trust dated  
April 14, 2016  
219 Leicester Road  
Kenilworth, IL 60043

**FOR RECORDER'S USE ONLY**

REF 128389299

**This Modification of Mortgage prepared by:**

Yohanan/Yap  
First Bank & Trust  
820 Church Street  
Evanston, IL 60201

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 28, 2017, is made and executed between Paul H. Buehler, as Trustee of The Paul H. Buehler Declaration of Trust dated April 14, 2016 (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 3, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 4, 2014 as Document Number 1424708240 and Assignment of Rents dated July 3, 2014 recorded on September 4, 2014 as Document Number 1424708241 and Modification of Mortgage dated September 15, 2015 recorded September 25, 2015 as Document Number 1523849007 with the Cook County Recorder of Deeds.

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

**PARCEL 1:**

LOTS 39, 40, 41 AND 42 IN KAY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 48 AND 49 IN COUNSELMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 43, 44, 45 AND 46 IN KAY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

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NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1421 West 47th Street, Chicago, IL 60609. The Real Property tax identification number is 20-08-102-049-0000, 20-08-103-001-0000, 20-08-103-002-0000, 20-08-103-003-0000, 20-08-103-004-0000, 20-08-103-005-0000, 20-08-103-006-0000, 20-08-103-007-0000 and 20-08-103-008-0000.

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

The paragraph entitled "Grantor" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Grantor.** The word "Grantor" means The Paul H. Buehler declaration of trust dated April 14, 2016.

The paragraph entitled "Note" in the Mortgage is hereby deleted and replaced with the following:

**Note.** The word "Note" means (a) the promissory note dated July 3, 2014 in the original principal amount of \$750,000.00 executed by Paul H. Buehler ("Note 1") and (b) the promissory note dated January 28, 2017 in the original principal amount of \$250,000.00 executed by New Specialty Products, Inc. ("Note 2") and (c) the promissory note dated September 15, 2015 and Change in Terms Agreement dated June 28, 2016 in the original principal amount of \$525,000.00 executed by New Specialty Products, Inc. ("Note 3"). Notes 1, 2 and 3 together with all renewals of, extensions of, amendments of, modifications of, refinancing of, consolidations of, substitutions of and replacements thereof, are hereinafter collectively referred to as the "Note". **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE IN THE AMOUNT OF \$250,000.00 TO NEW SPECIALTY PRODUCTS, INC. CONTAINS A VARIABLE INTEREST RATE.**

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

**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 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

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 2017

GRANTOR:

THE PAUL H. BUEHLER DECLARATION OF TRUST DATED APRIL 14, 2016

By: Paul H Buehler

Paul H. Buehler, Trustee of The Paul H. Buehler Declaration of Trust dated April 14, 2016

LENDER:

FIRST BANK & TRUST

x John W. Close  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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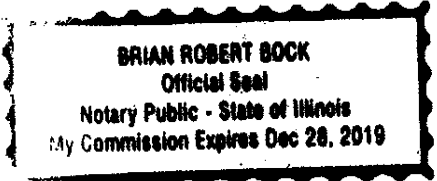
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### TRUST ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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) SS  
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On this 2<sup>nd</sup> day of March, 2017 before me, the undersigned Notary Public, personally appeared **Paul H. Buehler, Trustee of The Paul H. Buehler Declaration of Trust dated April 14, 2016**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Paul H. Buehler* Residing at *Chicago*

Notary Public in and for the State of *IL*

My commission expires *12/28/19*

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

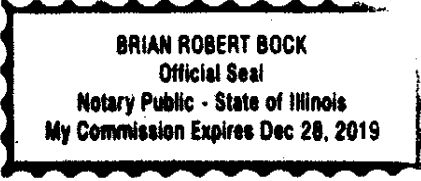
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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
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 COUNTY OF Cook ) SS  
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On this 2nd day of March, 2017 before me, the undersigned Notary Public, personally appeared John Clox and known to me to be the Vice President, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First Bank & Trust** 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 **First Bank & Trust**.

By Brian Robert Bock Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/28/19

Cook County Clerk's Office