

# UNOFFICIAL COPY

Doc#. 1707647001 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/17/2017 08:44 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Old Plank Trail Community  
Bank N.A.  
Old Plank Trail Community  
Bank - Mokena  
20012 S. Wolf Road  
Mokena, IL 60448

**WHEN RECORDED MAIL TO:**

Old Plank Trail Community  
Bank NA  
Attn: Lending Administration  
20012 Wolf Road  
Mokena, IL 60448

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Katherine Rhodes, Commercial Loan Admin  
Old Plank Trail Community Bank N.A.  
20012 S. Wolf Road  
Mokena, IL 60448

FIDELITY NATIONAL  
TITLE INSURANCE

OC 15008306

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 14, 2017, is made and executed between Preferred Property Rentals, LLC (referred to below as "Grantor") and Old Plank Trail Community Bank N.A., whose address is 20012 S. Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 27, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 11, 2015 as Document # 1513119018 in the office of the Cook County Recorder of Deeds, and Assignment of Rents dated March 27, 2015 and recorded May 11, 2015 as Document # 1513119019 respectively.

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

THE EAST 20 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 IN BLOCK 6 IN DELL AND MARSDEN'S FOREST PARK SUBDIVISION UNIT NUMBER 2, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, LYING SOUTH OF A LINE DRAWN 738 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, AND NORTH OF THE NORTH RIGHT OF WAY LINE OF MICHIGAN CENTRAL RAILROAD COMPANY IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 388 Hickory Street, Chicago Heights, IL 60411. The Real Property tax identification number is 32-19-426-025-0000.

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

**MAXIMUM LIEN:** The principal amount of Indebtedness secured by the Mortgage, is hereby amended to

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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not exceed \$132,000.00.

The definition of NOTE is hereby amended to include the promissory note dated March 27, 2017 (LN 2478-4), in the **original principal amount of \$66,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations, warranties, and agreements made by Grantor in the above referenced Mortgage and this Modification shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's and Borrower's indebtedness shall be paid in full.

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 14, 2017.**

**GRANTOR:**

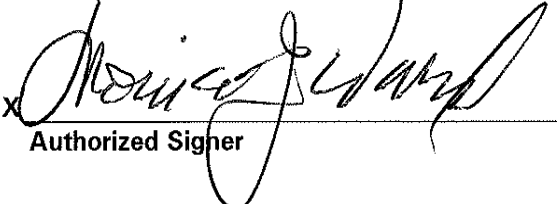
**PREFERRED PROPERTY RENTALS, LLC**

By:   
Gary C. Miller, Member of Preferred Property Rentals, LLC

By:   
Donald L. Miller, Member of Preferred Property Rentals, LLC

**LENDER:**

**OLD PLANK TRAIL COMMUNITY BANK N.A.**

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 14<sup>th</sup> day of March, 2017 before me, the undersigned Notary Public, personally appeared **Gary C. Miller, Member of Preferred Property Rentals, LLC** and **Donald L. Miller, Member of Preferred Property Rentals, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Katherine Rhodes Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 11-5-2017



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Will )

On this 14<sup>th</sup> day of March, 2017 before me, the undersigned Notary Public, personally appeared Monica J. Ward and known to me to be the Vice President, authorized agent for **Old Plank Trail Community Bank N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Old Plank Trail Community Bank N.A.**, duly authorized by **Old Plank Trail Community Bank N.A.** 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 **Old Plank Trail Community Bank N.A.**.

By Katherine Rhodes Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 11-5-2017



Property of Cook County Clerk's Office