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WHEN RECORDED MAIL TO:

U.S. Bank National Association
11 West Madison Street
Oak Park, IL 60302

THIS INSTRUMENT WAS PREPARED BY:

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Doc# 1708329002 Fee \$46.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/24/2017 09:56 AM PG: 1 OF 5

(Modifies Document No. 0402304083)

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE is effective as of December 1, 2016, and is made and executed between CARDENAS PROPERTY HOLDINGS, L.L.C., an Illinois limited liability company (referred to herein as the "Grantor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, successor-by-merger to Cosmopolitan Bank and Trust (referred to herein as "Lender").

25-013700
CC 0043921 HH 56

MORTGAGE. Grantor and Lender have entered into a Mortgage dated December 17, 2003 (as modified from time to time, the "Mortgage") which has been recorded in the Office of the Cook County Recorder on **January 23, 2004, as Document No. 0402304083**, and which was modified by that certain Modification of Mortgage recorded on **November 6, 2014, as Document No. 1431022002**, that certain Modification of Mortgage recorded on **September 25, 2015, as Document No. 1526822120**, and that certain Modification of Mortgage recorded on **March 15, 2016, as Document No. 1607517009**.

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

LOTS 12 AND 13 IN BLOCK 1 IN LINGLE AND BARNETT'S SUBDIVISION OF LOT 1 OF PART OF THE EAST 48 ACRES OF THE NORTH 96 ACRES OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2827-29 W. Cermak Road, Chicago, IL 60616.

The Real Property Tax identification number is 16-25-105-020-0000.

S 9
P 5
S M
M M
SC 7
E 7
INT 9/14

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

“Note” is hereby amended in its entirety to: The word “Note” means the Promissory Note executed by Cardenas Property Holdings, L.L.C. dated January 1, 2007 in the original amount of \$364,134.58, as modified by that certain Loan Modification Agreement dated effective as of July 1, 2010, that certain Second Loan Modification Agreement dated effective as of December 1, 2011, that certain Third Loan Modification Agreement dated effective as of June 1, 2013, that certain Fourth Loan Modification Agreement dated effective as of June 1, 2014, that certain Fifth Loan Modification Agreement dated effective as of June 1, 2015, that certain Sixth Loan Modification Agreement dated effective as of December 1, 2015, and that certain Seventh Loan Modification Agreement dated effective as of December 1, 2016, providing a maturity date of June 1, 2017, and any and all renewals, modifications or substitutions thereof.

Such Note, as modified, sets forth the following interest rate: The unpaid principal balance of the Note prior to maturity or default will bear interest at an annual rate equal to 3.250% plus the prime rate announced by Lender and in effect from time to time; provided that the interest rate prior to maturity or default will not be less than 7.500%. The interest rate hereunder will be adjusted each time the prime rate changes. Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

CONTINUING VALIDITY. This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Lender, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Lender shall not be impaired hereby.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND THE LOAN MODIFICATION AGREEMENTS AND GRANTOR AGREES TO THEIR TERMS. THIS MODIFICATION IS EFFECTIVE AS OF THE EFFECTIVE DATE AND HAS BEEN EXECUTED AS OF THE DATE THE LENDER'S SIGNATURE IS NOTARIZED BELOW.

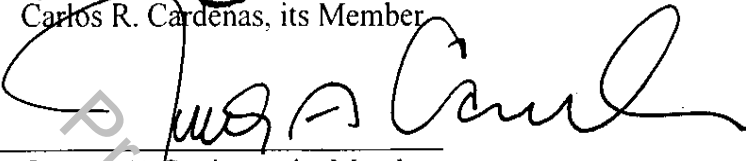
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GRANTOR:

CARDENAS PROPERTY HOLDINGS, L.L.C.,
an Illinois limited liability company

By: 

Carlos R. Cardenas, its Member

By: 

George A. Cardenas, its Member

LENDER:

U.S. BANK NATIONAL ASSOCIATION, a national banking association,
as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for
Park National Bank, successor-by-merger to Cosmopolitan Bank and Trust

By: 

Its Authorized Agent

Property of Cook County Clerk's Office

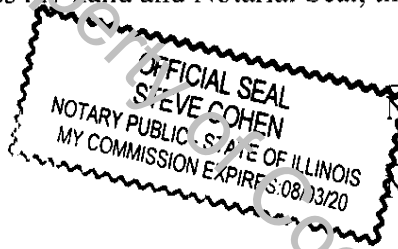
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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, personally appeared **Carlos R. Cardenas**, known to me to be a Member of **CARDENAS PROPERTY HOLDINGS, L.L.C.**, who executed the Modification of Mortgage, and acknowledged that he/she signed the Modification of Mortgage of his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and who on oath states that he/she is authorized to execute this Modification of Mortgage on behalf of **CARDENAS PROPERTY HOLDINGS, L.L.C.**

Witness my Hand and Notarial Seal, this 6th day of February, 2017.



[Signature]
Notary Public - Signature
Steve Cohen
Notary Public - Printed

My Commission Expires:
8-3-20

My County of Residence:
Cook, IL

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, personally appeared **George A. Cardenas**, known to me to be a Member of **CARDENAS PROPERTY HOLDINGS, L.L.C.**, who executed the Modification of Mortgage, and acknowledged that he/she signed the Modification of Mortgage of his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and who on oath states that he/she is authorized to execute this Modification of Mortgage on behalf of **CARDENAS PROPERTY HOLDINGS, L.L.C.**

Witness my hand and Notarial Seal, this 7 day of FEB, 2017.



[Signature]
Notary Public - Signature
PETER J. GONZALEZ
Notary Public - Printed

My Commission Expires:
12/17/19

My County of Residence:
COOK

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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

Before me, a Notary Public, in and for said County and State, personally appeared Lonny S. Klaff, known to me to be a Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, successor-by-merger to Cosmopolitan Bank and Trust and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 13th day of Feb., 2017.

My Commission Expires
Aug. 9, 2019

[Signature]
Notary Public

My County of Residence:
Cook

C. Petrassi
Printed

