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RECORDATION REQUESTED BY:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604



1710122035

WHEN RECORDED MAIL TO:

WINTRUST BANK
7800 LINCOLN AVENUE
SKOKIE, IL 60077

Doc# 1710122035 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/11/2017 11:32 AM PG: 1 OF 6

This Modification of Mortgage prepared by:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

(7100-63

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 2, 2016, is made and executed between Christopher Latchford a/k/a Chris Latchford, as to Parcel 1 and 1A, Christopher Latchford a/k/a Christopher J. Latchford, as to Parcel 2, Christopher Latchford, as to Parcel 3, whose address is 1539 N. Wells St., Apt. 2, Chicago, IL 60610 (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 2, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Recorded on June 24, 2009 in the office of the Cook County Recorder as Document No. 0917549071

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

See Exhibit "A", 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 1539 N. Wells St., Unit 2, Chicago, IL 60610 (Parcels 1 & 1A); 1411 N. Wells St., Unit 4E, Chicago, IL 60610 (Parcel 2); and 2448 N. Seminary Ave., Unit 1-B, Chicago, IL 60614 (Parcel 3), Chicago, IL. The Real Property tax identification number is 17-04-204-046-1002 (as to Parcels 1 & 1A); 17-04-205-066-1020 (as to Parcel 2); and 14-29-421-035-1002 (as to Parcel 3).

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 \$274,000.00, as evidenced by a Promissory Note dated March 2, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Original Note"). Pursuant to the Terms of a Business Loan Agreement dated March 2, 2009, the Loan was modified by that certain Change in Terms Agreement dated December 2, 2009 in the original principal amount of \$274,000.00. The Loan was further modified and in evidence thereof the Original Note was restated and replaced by that certain Promissory Note dated March 2, 2012

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MODIFICATION OF MORTGAGE (Continued)

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in the original principal amount of \$260,505.74 (the "1st Renewal Note"). The Loan was further modified by that certain Change in Terms Agreement dated September 2, 2014 in the principal amount of \$242,736.74. The Loan was further modified by that certain Change in Terms Agreement dated December 2, 2014 in the principal amount of \$240,769.91. The Loan was further modified by that certain Change in Terms Agreement dated December 2, 2015 in the principal amount of \$229,824.56. Together the Original Note and the 1st Renewal Note, as amended or modified, shall be referred to as the "Note".

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), modified by that certain Modification of Mortgage dated March 2, 2012 and recorded May 14, 2012 in the office of the Cook County Recorder as Document No. 1213549022, further modified by that certain Modification of Mortgage dated December 2, 2014 and recorded April 22, 2015 in the office of the Cook County Recorder as Document No. 1511247094, further modified by that certain Modification of Mortgage dated December 2, 2015 and recorded February 17, 2016 in the office of the Cook County Recorder as Document No. 1604829012 on the real property commonly known as 1539 N. Wells, Unit 2, Chicago, IL 60610 (Parcel 1 and 1A); 1411 N. Wells, Unit 4E, Chicago, IL 60610 (Parcel 2); 2448 N. Seminary, Unit 1-B, Chicago, IL 60614 (Parcel 3) (the "Property"), (ii) that certain Assignment of Rents dated March 2, 2009, recorded June 24, 2009 in the office of Cook County Recorder as Document No. 0917549072 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Note, the Mortgage, the Assignment of Rents 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".

C. The current outstanding principal balance of the Note is \$218,139.68.

D. The Note matured on December 2, 2016. The Borrower has requested that Lender extend the maturity date of the Note until December 2, 2017 and Lender is willing to extend the maturity date until December 2, 2017, on the terms and conditions set forth herein after.

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 Documents, as provided herein, (iii) Borrower's 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.

(a) The Maturity Date for the Loan is hereby amended and extended from December 2, 2016 to December 2, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean December 2, 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. 2nd Renewal Note. Contemporaneously with the execution of this Agreement a Promissory Note of even date herewith shall be executed by Borrower (the "2nd Renewal Note") in the principal amount of \$218,139.68, having a maturity date of December 2, 2017. The 2nd Renewal Note shall restate and replace the 1st Renewal Note and is not a repayment or novation of the 1st Renewal Note or of the Original Note. All references in any and all Loan Documents to the "Note" shall now continue the 2nd Renewal Note. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the 2nd Renewal Note. all references to the "Note" made in the paragraph of this Agreement designed "Continuing Validity" shall now include

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(Continued)**

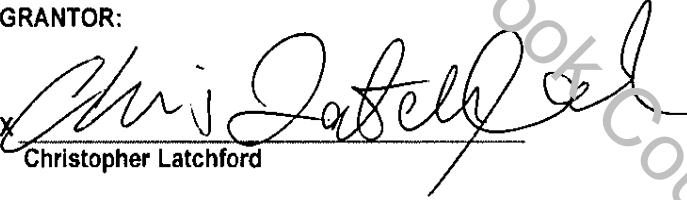
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the 2nd Renewal Note.

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.

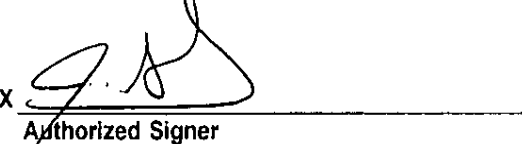
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 2, 2016.

GRANTOR:

X 
 Christopher Latchford

LENDER:

WINTRUST BANK

X 
 Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me the undersigned Notary Public, personally appeared Christopher Latchford, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of March, 2017.

By Michael J Harrison Residing at 100 W North Ave Chicago IL 60610

Notary Public in and for the State of Illinois

My commission expires 12/18/19




LENDER ACKNOWLEDGMENT

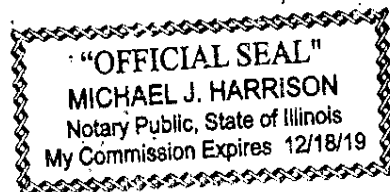
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 21st day of March, 2017 before me, the undersigned Notary Public, personally appeared JEFF M. GALUS and known to me to be the Senior Vice 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 Michael J Harrison Residing at 100 W North Ave Chicago IL 60610

Notary Public in and for the State of Illinois

My commission expires 12/18/19



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MODIFICATION OF MORTGAGE (Continued)

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EXHIBIT "A"

PARCEL 1:

UNIT 2 IN OLD TOWNE TERRACE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THAT PART OF LOT 111 IN BRONSON'S ADDITION TO CHICAGO, LYING BETWEEN WELLS STREET AND LASALLE STREET ORIGINALLY PLATTED IN SAID SUBDIVISION AFORESAID IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24631352, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-2 AS DELINEATED ON THE SURVEY ATTACHED TO THE CONDOMINIUM DECLARATION RECORDED AS DOCUMENT NO. 24631352.

PARCEL 2:

UNIT 1411-4E IN GASLIGHT COURT CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

LOTS 1 AND 2 IN WACKER AND OTHERS RESUBDIVISIONS OF PART OF LOTS 96, 97 AND 99 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00604410, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

UNIT 1-B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SEMINARY GARDENS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE

DECLARATION RECORDED AS DOCUMENT NUMBER 24518942, IN THE EAST $\frac{1}{2}$ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.