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**RECORDATION REQUESTED BY:**

WINTRUST BANK  
231 S. LaSalle  
Chicago, IL 60604



\*1719222016\*

**WHEN RECORDED MAIL TO:**

WINTRUST BANK  
7800 LINCOLN AVENUE  
SKOKIE, IL 60077

Doc# 1719222016 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/11/2017 09:37 AM PG: 1 OF 5

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**This Modification of Mortgage prepared by:**

WINTRUST BANK  
231 S. LaSalle  
Chicago, IL 60604

17188-47

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 1, 2017, is made and executed between Jose A. Pulido and Maria Pulido a/k/a Maria C. Pulido, his wife, in joint tenancy, whose address is 2711 N. Kedzie Avenue, Chicago, IL 60647 (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 June 10, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded August 16, 2010 in the office of the Cook County Recorder as document Number 1022812065.

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

LOT 28 IN BLOCK 2 IN E.B. MCCAGG'S SUBDIVISION OF OUTLOT 19 IN CANAL TRUSTEES' SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1458 West Augusta, Chicago, IL 60622. The Real Property tax identification number is 17-05-309-078-0000.

**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 \$895,000.00, as evidenced by a Promissory Note dated June 1, 2010, 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 June 1, 2010, the Loan was renewed and in evidence thereof the Original Note was restated and replaced by that certain Promissory Note dated June 1, 2012 in the original principal amount of \$863,608.83 (the "1st Renewal Note"). The Loan was further renewed and in evidence thereof the 1st Renewal Note was restated and replaced by that certain Promissory Note dated June 1, 2013 in the original principal amount of \$847,950.29 (the "2nd Renewal Note") as amended from time to time. Together the Original Note, the 1st Renewal Note and the 2nd Renewal Note shall be referred to as the "Note".

*Handwritten signature and number 5*

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), modified by a Modification of Mortgage dated June 1, 2012 and recorded on November 28, 2012 in the office of the Cook County Recorder as Document Number 1233355078, and further modified by that certain Modification of Mortgage dated June 1, 2013 and recorded on August 1, 2013 in the office of the Cook County Recorder as Document Number 1321355256, and further modified by the certain Modification of Mortgage dated June 1, 2016 and recorded on July 26, 2016 in the office of the Cook County Recorder as Document Number 1620841162, on the real property commonly known as 1458 West Augusta, Chicago, IL 60622 (the "Property"), (ii) that certain Assignment of Rents dated June 1, 2010, recorded August 16, 2010 in the office of the Cook County Recorder as Document No. 1022812066 (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 \$776,616.95.

D. The Note matured on June 1, 2017. The Borrower have requested that Lender extend the maturity date of the Note until October 1, 2017 and Lender is willing to extend the maturity date until October 1, 2017, on the terms and conditions set forth hereinafter.

### 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 June 1, 2017 to October 1, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean October 1, 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. Change in Terms Agreement.** Contemporaneously with the execution of this Agreement a change in terms agreement of even date herewith shall be executed by Borrower in the principal amount of \$776,616.95, having a maturity date of October 1, 2017. All references in any and all Loan Documents to the "Note" shall continue to include the Note as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include the Note as amended or modified.

**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

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## MODIFICATION OF MORTGAGE (Continued)

Page 3

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 JUNE 1, 2017.**

GRANTOR:

x Jose A Pulido  
Jose A. Pulido

x Maria Pulido a/k/a Maria C. Pulido  
Maria Pulido a/k/a Maria C. Pulido

LENDER:

WINTRUST BANK

x Matthew Kealey  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

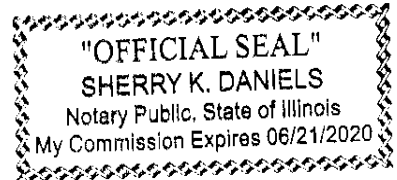
On this day before me, the undersigned Notary Public, personally appeared **Jose A. Pulido and Maria Pulido a/k/a Maria C. Pulido**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of June, 2017.

By Sherry Daniels Residing at 2814 W. Fullerton Ave

Notary Public in and for the State of ILLINOIS

My commission expires 6/21/2020



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 26<sup>th</sup> day of June, 2017 before me, the undersigned Notary Public, personally appeared Kristin Heskett and known to me to be the VP, 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 Dayra Isabel Mendez Residing at Chicago, ILLINOIS

Notary Public in and for the State of Illinois

My commission expires April 18, 2018



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## MODIFICATION OF MORTGAGE (Continued)

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**COOK COUNTY  
RECORDER OF DEEDS**

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