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**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
DEERFIELD  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143



Doc# 1719349057 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/12/2017 01:39 PM PG: 1 OF 4

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

FIRST MIDWEST BANK  
300 HUNT CLUB ROAD  
GURNEE, IL 60031

#670025595-62127 CC 52905 5915

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 15, 2017, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, not personally but as Successor Trustee U/T/A dated September 23, 1986 and known as TRUST #100076-7, whose address is 10 SOUTH LASALLE STREET SUITE 2750, CHICAGO, IL 60603 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 15, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded September 21, 2010 as Document #1026450039 and a Modification of Mortgage dated August 15, 2012 Recorded October 2, 2012 as Document #1227650047 in Cook County, Illinois.

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

UNIT NUMBER B-2, IN 663 WEST MELROSE AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE WEST 16 FEET OF LOT 1 AND LOT 2 IN THE SUBDIVISION OF LOTS 43 AND 44 IN THE RESUBDIVISION OF LOT 40 AND LOT 12 IN SANDER'S SUBDIVISION OF THE SOUTH 3.19 CHAINS OF LOT 30 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 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 NUMBER 25954148 AND FILED AS LR 3225866, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 663 WEST MELROSE STREET, UNIT B2, CHICAGO, IL 60657. The Real Property tax identification number is 14-21-313-060-1006.

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

1. To delete from the definition of "Note" the following: "The maturity date of the Note is May 15, 2017"
2. To add the following paragraph: "TAX RESERVES. Grantor agrees to establish a reserve account to be

5

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 62127

Page 2

retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro-rated share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above."

**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 MAY 15, 2017.**

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY** as Trustee under  
TRUST #100076-7 A/K/A A7710007607 and not personally

**CHICAGO TITLE LAND TRUST COMPANY, Trustee of TRUST #100076-7  
a/k/a A7710007607 and not personally**

By:   
Authorized Signer for **CHICAGO TITLE LAND TRUST  
COMPANY**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties and indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 62127

Page 3

LENDER:

FIRST MIDWEST BANK

X

Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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On this 16 day of JUNE, 2017 before me, the undersigned Notary Public, personally appeared Joseph F. Sechowski, Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY**, Trustee of TRUST #100076-7 a/k/a A7710007607, 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 \_\_\_\_\_

Residing at CHICAGO TITLE LAND TRUST COMPANY  
10 SOUTH LASALLE STREET, SUITE 2750  
CHICAGO, IL 60603

Notary Public in and for the State of Illinois

My commission expires 3/26/21



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 62127

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
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 COUNTY OF COOK )

On this 20th day of June, 2017 before me, the undersigned Notary Public, personally appeared Steven W. Vermorel III and known to me to be the Senior Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires 6-15-2019



PROVIDER OF COOK COUNTY CLERK'S OFFICE