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Doc#: 1721639093 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/04/2017 11:09 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Chicago Title Land Trust
Company, as Successor
Trustee to LaSalle Bank
National Association, as
Successor Trustee to Lake
View Trust and Savings Bank,
as Trustee under Trust
Agreement dated January 21,
1975 and known as Trust No.
3700, now known as Trust
No. 24-3700-00
10 S. LaSalle Street
Chicago, IL 60603

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company - Loan Services
Loan Closer: Torri Edwards
70 W. Madison, 8th Floor
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

The PrivateBank and Trust
Company
Illinois - North Shore Office
5260 Old Orchard Road
Skokie, IL 60077

FOR RECORDER'S USE ONLY

1718126

This Modification of Mortgage prepared by:
Loan Services
The PrivateBank and Trust Company
5260 Old Orchard Road
Skokie, IL 60077

PRAIRIE TITLE
6821 W. NORTH AVE
OAK PARK, IL 60902



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 13, 2017, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to Lake View Trust and Savings Bank, as Trustee under Trust Agreement dated January 21, 1975 and known as Trust No. 3700, now known as Trust No. 24-3700-00, whose address is 10 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 5260 Old Orchard Road, Skokie, IL 60077 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 13, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document No. 1520208049.

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

Loan No: 7045360

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

LOTS 21, 22 AND 23 IN BLOCK 5 IN SUBDIVISION BY EXECUTORS OF W.E. JONES IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3029-3035 Lincoln Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-29-109-013-0000.

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

The definition of "Note" set forth in the mortgage is hereby amended and restated in its entirety as follows: collectively, (a) that certain Promissory Note dated July 13, 2015 executed by Peerless Rug Company and Peerless Imported Rugs, Inc. in the original principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00) in favor of Lender, as modified from time to time; (b) that certain Promissory Note dated July 13, 2017 executed by Peerless Rug Company and Peerless Imported Rugs, Inc. in the principal amount of Eight Hundred Six Thousand Seven Hundred Ninety Nine Fifty & 29/100 Dollars (\$806,799.29) in favor of the Lender, as modified from time to time; and (c) that certain Promissory Note dated July 13, 2015 executed by Philip Liss in the original principal amount of Three Hundred Seventy Four Thousand & 00/100 Dollars (\$374,000.00) in favor of Lender, as modified from time to time, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such notes or agreements.

THE AMOUNT OF THE MAXIMUM LIEN OBLIGATION IS INCREASED TO TWO MILLION NINE HUNDRED THOUSAND SIXTY ONE THOUSAND FIVE HUNDRED NINETY EIGHT & 58/100 DOLLARS (\$2,961,598.58)

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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7045360

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 13, 2017.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO LAKE VIEW TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 21, 1975 AND KNOWN AS TRUST NO. 3700, NOW KNOWN AS TRUST NO. 24-3700-00

By: Margaret O'Donnell ASST. VICE PRESIDENT
Authorized Signer for Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to Lake View Trust and Savings Bank, as Trustee under Trust Agreement dated January 21, 1975 and known as Trust No. 3700, now known as Trust No. 24-3700-00

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X [Signature]
Authorized Signer

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, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are 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)

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TRUST ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

On this 31st day of July, 2017 before me, the undersigned Notary Public, personally appeared MARGARET O'DONNELL, ASST. VICE PRESIDENT of Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to Lake View Trust and Savings Bank, as Trustee under Trust Agreement dated January 21, 1975 and known as Trust No. 3700, now known as Trust No. 24-3700-00, 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 June Stout Residing at 1100 York St, Ste 165
Dale Park Ill 60301
 Notary Public in and for the State of Ill

My commission expires 7/1/21



Notary's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7045360

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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 COUNTY OF DePage)

On this 1st day of August, 2017, before me, the undersigned Notary Public, personally appeared Stacey P. Steier and known to me to be the Associate Managing Director, authorized agent for The PrivateBank and Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of The PrivateBank and Trust Company, duly authorized by The PrivateBank and Trust Company 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 The PrivateBank and Trust Company.

By Victoria A. McKeown Residing at Plainfield, IL

Notary Public in and for the State of Illinois

My commission expires 08-03-19

