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RECORDATION REQUESTED BY:  
WINTRUST BANK  
231 S. LaSalle  
Chicago, IL 60604

Doc# 1725455024 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/11/2017 10:42 AM PG: 1 OF 4

WHEN RECORDED MAIL TO:  
WINTRUST BANK  
7800 LINCOLN AVENUE  
SKOKIE, IL 60077  
TEK TITLE LLC  
217 N JEFFERSON ST # 601  
CHICAGO, IL 60661

FOR RECORDER'S USE ONLY

1017  
117-22735

This Modification of Mortgage prepared by:  
WINTRUST BANK  
231 S. LaSalle  
Chicago, IL 60604

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 25, 2017, is made and executed between Anna Trunova, a single person, whose address is 66 Hickory Ln., Lincolnshire, IL 60069 (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 July 12, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage recorded July 14, 2016 in the office of the Cook County Recorder of Deeds as Document Number 1619634031.

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

LOT 5 IN BLOCK 7 IN WINSLOW AND JACOBSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1246 N. Artesian Ave., Chicago, IL 60622. The Real Property tax identification number is 16-01-228-022-0000.

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 Eight Hundred Thirty Four Thousand and 00/100 Dollars (\$834,000.00), as evidenced by a Promissory Note dated July 12, 2016, in the principal amount of the Loan made payable by Borrower to Lender (the "Original Note").

B. The Original Note is secured by, among other instruments, (i) that certain Construction Mortgage described above (the "Mortgage") on the real property commonly known as 1246 N. Artesian Avenue, Chicago, IL 60622 (the "Property"), (ii) that certain Assignment of Rents dated July 12, 2016, recorded July 14, 2016 in the Office of the Cook County Recorder as Document Number 1619634032 (the "Assignment of Rents") on the Property. The Construction Loan Agreement, the 1st Renewal Note, the Construction 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

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## MODIFICATION OF MORTGAGE (Continued)

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referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Original Note is \$660,259.98.

D. The Original Note will have a First Maturity Date of July 12, 2017, and subject to the terms set forth therein a Second Maturity date of July 12, 2021. The Borrower has requested that Lender extend the First Maturity Date of the Note until October 12, 2017 and the Second Maturity Date until October 12, 2021 and Lender is willing to extend the First Maturity Date until October 12, 2017 and the Second Maturity Date until October 12, 2021, on the terms and conditions set forth hereinafter.

### **AGREEMENTS:**

**NOW, THEREFORE** in consideration of (i) the fact 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 the 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 Maturity Date.**

(a) The First Maturity Date for the Loan is hereby amended and extended from July 12, 2017 to October 12, 2017, and subject to the terms and conditions set forth in Note the Second Maturity Date is hereby July 12, 2021. All references in any and all Loan Documents to "First Maturity Date" or words of similar import shall now mean October 12, 2017 and all references in any and all Loan Documents to "Second Maturity Date" or words of similar import shall mean July 12, 2021.

(b) The terms "Events 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 of 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. Renewal Note.** Contemporaneously with the execution of this Agreement a Promissory Note of even date herewith shall be executed by Borrower (the "1st Renewal Note") in the principal amount of \$1,010,000.00, having a First Maturity Date of October 12, 2017 and subject to the terms and conditions stated therein a Second Maturity Date July 12, 2021. The 1st Renewal Note shall restate and replace the Original Note and is not a repayment or novation of the Original Note. All references in the any an all Loan Documents to "Note" shall now include the 1st 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 1st Renewal Note. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the 1st Renewal Note.

**3. Maximum Lien.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,020,000.00.

**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 endorser 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

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## MODIFICATION OF MORTGAGE (Continued)

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 25, 2017.

GRANTOR:

X *AT*  
Anna Trunova

LENDER:

WINTRUST BANK

X *Kate Moore*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Lake

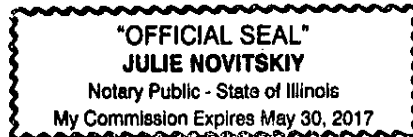
On this day before me, the undersigned Notary Public, personally appeared Anna Trunova, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 26 day of May, 20 17.

By Julie Novitskiy Residing at Lincolnshire IL

Notary Public in and for the State of IL

My commission expires May 30, 2017



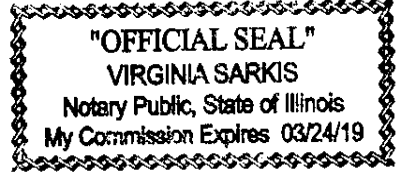
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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook



On this 25 day of May, 2017 before me, the undersigned Notary Public, personally appeared Kathelonne 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 Nina Sarkis

Residing at 4343 W Peterson Chicago, IL 60646

Notary Public in and for the State of Illinois

My commission expires 03-24-2019

Cook County Clerk's Office