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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Doc#: 1727008131 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/27/2017 12:55 PM Pg: 1 of 7

MB Financial Bank, N.A.
Attn: Loss Mitigation
6111 N. River Road, 4th Floor
Rosemont, Illinois 60018

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

MORTGAGE MODIFICATION AGREEMENT

This MORTGAGE MODIFICATION AGREEMENT (this "*Modification*") is made as of July 1, 2017 (the "*Effective Date*" regardless of the date this Modification was actually executed by the parties) by and among MB FINANCIAL BANK, N.A., whose address is 6111 N. River Road, Rosemont, Illinois 60018 ("*Lender*") and Albany Bank & Trust Co., as Successor Trustee to Community Savings Bank, not personally but as Trustee under provisions of a trust agreement dated September 11, 2008 and known as Trust Number LT-2270 ("*Grantor*").

RECITALS

Whereas, Borrower (defined herein as defined in the Security Instrument described below) executed a credit agreement dated May 28, 2009 with a credit limit of \$250,000.00 payable to Lender (as modified by Borrower and Lender, the "*Note*"). As of the Effective Date hereof, the Borrower is justly indebted to the Lender in the aggregate amount of \$252,727.01 consisting of the sum of (a) \$249,000.00 in outstanding principal, (b) \$3,677.01 in unpaid and accrued interest and (c) \$50.00 in unpaid fees (the "*Existing Unpaid Note Balance*").

Whereas, the Note is secured by that certain Mortgage dated May 28, 2009 made by Grantor in favor of Lender (the "*Security Instrument*"), which was recorded in Cook County, State of Illinois (the "*Recorder's Office*") on June 30, 2009 as Document Number 0918111192.

Whereas, the Security Instrument is a lien upon the Property as defined in the Security Instrument, the real property being described as follows:

Common Address: 902 Middleton Lane, Inverness, IL 60010

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PIN: 01-24-100-063-1034
Legal Description: See Exhibit A attached hereto and made a part hereof.

Whereas, Borrower is currently in arrears for failure to pay the entire unpaid principal balance and all other amounts due and owing upon maturity of the Note (the "*Existing Default*") pursuant to the terms of the Note, Security Instrument and all other loan and security documents and any other forbearances, modifications and concessions thereto (collectively, the "*Loan Documents*"), that Borrower made in favor of Lender to evidence the debt. Borrower has affirmed, and Grantor affirms, that the Existing Unpaid Note Balance is due and owing to Lender.

Whereas, Borrower requested that Lender forbear in the exercise of its rights and remedies under the Loan Documents and applicable law with respect to the Existing Default, and Lender has agreed to so forbear and to permit Borrower to make payments under a Forbearance Agreement executed by Borrower and Lender contemporaneously with this Modification (the "*Forbearance Agreement*"), provided that Borrower performs and meets the conditions set forth in the Forbearance Agreement and neither Borrower nor Grantor otherwise default in any performance required under the Loan Documents;

Now, therefore, in consideration of concessions herein described, Lender's agreement not to demand payment in full of the Note as a result of the Existing Default, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. The above recitals are hereby made a part of this Modification.
2. Lender is the owner and holder of Borrower's Note and Forbearance Agreement and Grantor's Security Instrument and at Borrower's request, has agreed to modify Grantor's Security Instrument pursuant to the terms of this Modification.
3. As of the Effective Date, the Existing Unpaid Note Balance is due and owing to Lender and is payable by Borrower under the terms of the Forbearance Agreement.
4. Under the Forbearance Agreement, interest will be charged on the Existing Unpaid Note Balance at the yearly rate of 4.125% beginning on the Effective Date and continuing until all amounts owing under the Forbearance Agreement are paid in full.
5. The Termination Date of the Forbearance Agreement is July 1, 2023, but Lender's obligation to forbear in the exercise of its rights and remedies under the Loan Documents and applicable law may terminate earlier in the event of a Forbearance Default (as defined in the Forbearance Agreement).
6. Grantor acknowledges and agrees that all the amounts extended under the Note, including those amounts that remain due and owing and are now evidenced by the Forbearance Agreement, and all obligations of Borrower under the Note, Forbearance Agreement and other Loan Documents are secured by the Security Instrument in the same manner as if all such

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indebtedness was specifically described in the Security Instrument as indebtedness secured thereby.

7. Except as specifically modified by this Modification, the terms, conditions, provisions, and covenants of the Security Instrument shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. It is the intention of the parties hereto that nothing in this Modification shall be understood or construed to be a termination, extinguishment, discharge, satisfaction, novation, or release in whole or in part of the Note, the Security Instrument, and the corresponding indebtedness. The parties hereto agree that this Modification is a continuation of the Security Instrument as amended and modified hereby.

8. From and after the date hereof, all references to the Note shall mean the Note and the Forbearance Agreement and all references to the Security Instrument shall mean the Security Instrument as modified and amended by this Modification.

9. Consent by Lender to the modifications and amendments set forth above does not waive Lender's right to require strict performance of the Note, the Forbearance Agreement and the Security Instrument as modified and amended by this Modification nor obligate Lender to make any future modifications or amendments to the Note, Forbearance Agreement or the Security Instrument.

10. Lender and Grantor agree that Borrower shall not be released from liability as an obligor under the Note and the Forbearance Agreement and Grantor shall not be released from liability as a mortgagor under the Security Instrument by virtue of the modifications and amendments in this Modification. It is the express intent of the parties hereto that the transaction evidenced hereby is not intended to and shall not affect the lien priority of the Security Instrument.

11. Grantor ratifies and confirms the lien and security interests of the Security Instrument as modified and amended hereby upon the Property covered by said Security Instrument and that the payment of the indebtedness evidenced by the Note and the Forbearance Agreement is secured by the Security Instrument.

12. By the execution hereof, Grantor acknowledges and agrees that Borrower is obligated to pay all amounts due and to perform all obligations required under the Note and the Forbearance Agreement and Grantor is obligated to pay all amounts due and to perform all obligations required under the Security Instrument as the same have been modified and amended by this Modification, including but not limited to, Borrower's and Grantor's covenants and agreements set forth in the Note, the Forbearance Agreement and in the Security Instrument, and neither Borrower nor Grantor has any actions, defenses, demands and/or claims of set-off or deduction whatsoever, including, without limitation, claims for breach of any implied duty of good faith and fair dealing, against (i) Lender, (ii) the indebtedness evidenced by the Note and the Forbearance Agreement, (iii) the Security Instrument as modified and amended hereby, or (iv) this Modification.

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13. Any capitalized terms not otherwise defined herein shall have the meaning given those terms as set forth in the Note, the Forbearance Agreement or Security Instrument, as applicable. When the terms and provisions in the Security Instrument in any way conflict with the terms and provisions of this Modification, the terms and provisions of this Modification shall prevail. The provisions of this Modification shall be binding upon and inure to the benefit of the respective parties and their heirs, executors, administrators, agents, representatives, successors, and assigns. No changes in, additions to, or modifications of this Modification shall be valid unless set forth in writing executed by all of the parties hereto. If any term of this Modification is held by a court of competent jurisdiction to be invalid, illegal or contrary to public policy, such term or provision shall be modified to the extent necessary to be valid and enforceable and shall be enforced as modified; provided, however, that if no modification is possible, such provision shall be deemed stricken from this Modification. In any case, the remaining provisions of this Modification shall not be affected thereby.

Executed as of the Effective Date first written above.

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The parties have executed this Modification as of the date first set forth above.

GRANTOR:

ALBANY BANK & TRUST CO., AS SUCCESSOR TRUSTEE TO COMMUNITY SAVINGS BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER 11, 2008 AND KNOWN AS TRUST NUMBER LT-2270

By: [Signature]
Authorized Signer for Albany Bank & Trust Co., as Successor Trustee to Community Savings Bank, not personally but as Trustee under the provisions of a trust agreement dated September 11, 2008 and known as Trust Number LT-2270

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29 day of August, 2017 before me, the undersigned Notary Public, personally appeared [Signature], Authorized Signer of Albany Bank & Trust Co., as Successor Trustee to Community Savings Bank, and known to me to be an authorized trustee or agent of the trust that executed this Modification and acknowledged this 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 set forth, and on oath stated that he or she is authorized to execute this Modification and in fact executed this Modification on behalf of the trust.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/15/17



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LENDER:

MB FINANCIAL BANK, N.A.

By: *Julie A. Leberz*
Name: Julie A. Leberz
Title: SVP

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 31st day of ~~July~~ August, 2017, before me, the undersigned Notary Public, personally appeared Julie Leberz, Vice President of MB FINANCIAL BANK, N.A. (the "Lender"), and known to me to be Vice President of the Lender that executed this Modification and acknowledged the Modification to be the free and voluntary act and deed of the Lender, by authority of its Board of Directors, for the uses and purposes therein set forth.



Mirela Janjic
NOTARY PUBLIC
My Commission Expires: 11/28/2020

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EXHIBIT A

LEGAL DESCRIPTION

BEING UNIT NUMBER 30, IN THE ESTATES AT INVERNESS RIDGE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1, IN THE ESTATES AT INVERNESS RIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2001 AS DOCUMENT NO. 0010292526, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 2, 2002 AS DOCUMENT NO. 0021080525, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 01-24-100-063-1034

ADDRESS: 902 Middleton Lane, Inverness, IL 60010.