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RECORDATION REQUESTED BY:

Byline Bank, formerly known
as North Community Bank,
Successor by Merger to Plaza
Bank
Main Branch
180 N. LaSalle St.
Chicago, IL 60601



Doc# 1728349248 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2017 01:50 PM PG: 1 OF 4

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

SEND TAX NOTICES TO:

3400-3410 W. Sunnyside,
LLC
9220 Belleforte Avenue
Morton Grove, IL 60053

FOR RECORDER'S USE ONLY

PL 6708237 1/8/2

This Modification of Mortgage prepared by:

Central Loan Documentation
Byline Bank, formerly known as North Community Bank, Successor by Merger to Plaza Bank
180 N. LaSalle St.
Chicago, IL 60601

Ln. 1154356

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 2, 2016, is made and executed between 3400-3410 W. Sunnyside, LLC an Illinois Limited Liability Company, whose address is 9220 Belleforte Avenue, Morton Grove, IL 60053 (referred to below as "Grantor") and Byline Bank, formerly known as North Community Bank, Successor by Merger to Plaza Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 7, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 13, 2006 as Document No. 0607249026.

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

UNITS 3402-G IN THE WEST SUNNYSIDE PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0535618005 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3400-3410 W Sunnyside Ave., Unit 3402-G, Chicago, IL 60625. The Real Property tax identification number is 13-14-216-032-0000.

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

An additional amount of \$102,621.00 as been advanced under the Note.

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

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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.

PRIOR NOTE. This Note restates and replaces a Promissory Note (the "Prior Note") in the principal amount of \$453,553.67, dated July 2, 2010, as modified from time to time, executed by Borrower in favor of Lender and is not a repayment or novation of the Prior Note.

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 2, 2016.

GRANTOR:

3400-3410 W. SUNNYSIDE, LLC

By:



Samoila Damsa, Member of 3400-3410 W. Sunnyside, LLC

LENDER:

**BYLINE BANK, FORMERLY KNOWN AS NORTH COMMUNITY BANK,
SUCCESSOR BY MERGER TO PLAZA BANK**

x



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

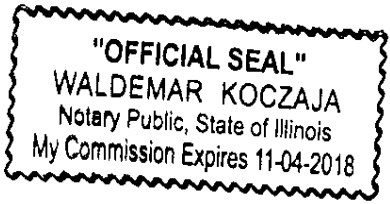
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 27 day of June, 2017 before me, the undersigned Notary Public, personally appeared **Samoila Damsa, Member of 3400-3410 W. Sunnyside, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *[Signature]* Residing at 7201 N Harlem Ave Niles IL 60714

Notary Public in and for the State of IL

My commission expires 11-04-2018



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 27 day of June, 2017 before me, the undersigned Notary Public, personally appeared Michael Ryan and known to me to be the loan officer, authorized agent for **Byline Bank, formerly known as North Community Bank, Successor by Merger to Plaza Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank, formerly known as North Community Bank, Successor by Merger to Plaza Bank**, duly authorized by **Byline Bank, formerly known as North Community Bank, Successor by Merger to Plaza 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 **Byline Bank, formerly known as North Community Bank, Successor by Merger to Plaza Bank**.

By [Signature] Residing at 7201 N Hartem Ave Niles IL 60714

Notary Public in and for the State of IL

My commission expires 11-04-2018

