

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

Signature Bank  
Main Office  
9701 W. Higgins Road  
Suite 500  
Rosemont, IL 60018

Doc# 1732155215 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/17/2017 02:36 PM PG: 1 OF 4

**WHEN RECORDED MAIL TO:**

Signature Bank  
Main Office  
9701 W. Higgins Road  
Suite 500  
Rosemont, IL 60018

**SEND TAX NOTICES TO:**

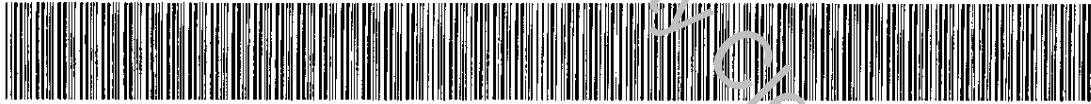
Jason Zenger  
Amanda Zenger  
2725B N. Greenview Ave.  
Chicago, IL 6614

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Jill A. Jacob  
Signature Bank  
9701 W. Higgins Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*#####%0740%12192016%#####\*

**THIS MODIFICATION OF MORTGAGE** dated December 19, 2016, is made and executed between Jason Zenger and Amanda Zenger, Husband and Wife (referred to below as "Grantor") and Signature Bank, whose address is 9701 W. Higgins Road, Suite 500, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 1, 2016 (the "Mortgage").

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

See EXHIBIT A - LEGAL DESCRIPTION, which is attached to this Modification and made a part of this modification as if fully set forth herein.

The Real Property or its address is commonly known as 2725 N. Greenview Ave. #B, Chicago, IL 60614. The Real Property tax identification number is 14-29-302-159-1078.

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

**THE TERMS OF THE NOTE WITHIN THE ORIGINAL MORTGAGE DATED DECEMBER 1, 2016 WILL BE MODIFIED AS FOLLOWS:**

**DEFINITION OF BORROWER:** THE WORD "BORROWER" MEANS BLACK INDUSTRIAL & SAFETY SUPPLY,

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## MODIFICATION OF MORTGAGE (Continued)

INC.

**DEFINITION OF NOTE:** The word "Note" means the promissory note dated December 19, 2016, in the original principal amount of \$1,300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.750% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 1.250 percentage points over the Index. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on December 1, 2017. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 1, 2017, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Note be less than 4.750% per annum or more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

**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 DECEMBER 19, 2016.**

**GRANTOR:**

X \_\_\_\_\_  
Jason Zenger

X \_\_\_\_\_  
Amanda Zenger

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MODIFICATION OF MORTGAGE  
(Continued)

LENDER:

SIGNATURE BANK

X *D. O'Neil*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Jason Zenger and Amanda Zenger**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of JAN, 2017.

By *Michael Mallek* Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3/31/2019



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MODIFICATION OF MORTGAGE  
(Continued)

## LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 5 day of Jan, 2017 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **Signature Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Signature Bank**, duly authorized by **Signature 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 **Signature Bank**.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3/31/2019



Clerk's Office