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Doc#. 1733849316 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2017 01:44 PM Pg: 1 of 5

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RECORDATION REQUESTED BY:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

GIT

NON agency

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage and Assignment of Rents prepared by:
Credit Administration Department
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated November 24, 2017, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to North Star Trust Company, as Successor to Integra Bank National Association, as Successor to Prairie Bank and Trust Company under the Trust Agreement dated April 5, 2004 and known as Trust Number 04-044, whose address is 15255 S. 94th Ave., Ste 604, Orland Park, IL 60462 ("Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 ("Lender").

MORTGAGE AND ASSIGNMENT OF RENTS. Lender and Grantor have entered into a Mortgage dated August 24, 2010, and an Assignment of Rents dated November 24, 2016 (the "Mortgage and Assignment of Rents") were recorded in Cook County, State of Illinois, as follows:

Mortgage recorded in the office of the Cook County Recorder of Deeds on September 3, 2010 as Document Number 1024647096

Assignment of Rents recorded in the office of the Cook County Recorder of Deeds on February 1, 2017 as Document Number 1703229109.

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

PARCEL 1:

THE EAST 100 FEET OF LOT 6 IN BLOCK 8 IN ARTHUR T. MCINTOSH AND COMPANY'S MIDLOTHIAN HIGHLANDS, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

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THE NORTH 1.25 FEET OF THAT PART OF 143RD STREET LYING SOUTH OF AND ADJACENT TO THE WEST 43.69 FEET OF THE EAST 59.85 FEET OF LOT 6 IN BLOCK 8 IN ARTHUR T. MCINTOSH AND COMPANY'S MIDLOTHIAN HIGHLANDS, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14258 Pulaski Rd, Crestwood, IL 60445. The Real Property tax identification number is 28-03-413-024-0000 vol. 025.

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

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 \$400,000.00.

The Modification of Mortgage dated November 24, 2012 increased the amount of the Promissory Note referenced in the original mortgage from \$138,162.98 to \$175,000.00 and is evidenced by a Promissory Note dated November 24, 2012 in the amount of \$175,000.00 to Lender. This Modification of Mortgage and Assignment of Rents increases the amount referenced in the Modification of Mortgage from \$175,000.00 to \$200,000.00 and is evidenced by a Promissory Note dated November 24, 2017 to Lender.

PRESERVATION OF RIGHTS. Nothing in this Modification or the negotiations and discussions relating hereto is intended to release or discharge Borrower, Grantor or any guarantors from any of the obligations under the Loan Documents, or any other documents executed in connection with the loan.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents 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 and Assignment of Rents 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 and Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and Assignment of Rents 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 and Assignment of Rents 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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

NO NOVATION. The Modification is not intended to be, and shall not constitute, a release or discharge of any of the Loan Documents or a novation thereof.

CONDITIONS PRECEDENT. It shall be a condition precedent to the effect of this Modification that Lender shall obtain a date down endorsement of any existing loan policy of title insurance (the "Endorsement") with respect to the Mortgage and the Assignment of Rents in form and content reasonable acceptable to Lender insuring continuing validity, enforceability and priority of the Mortgage and Assignment of Rents as modified, subject only to those defects, liens and encumbrances set forth in such policy and Borrower shall pay (i) the costs to obtain the Endorsement and record this Modification and (ii) Lender's reasonable attorneys' fees and costs in connection with this Modification and Grantor's assumption of the Loan, and otherwise satisfy the requirements of Lender relating to the assumption and medication of the Loan.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS IS DATED NOVEMBER 24, 2017.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO INTEGRA BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO PRAIRIE BANK AND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED APRIL 5, 2004 AND KNOWN AS TRUST NUMBER 04-044

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 04-05-2004 and known as Chicago Title Land Trust Company as Successor Trustee to North Star Trust Company, as Successor Trustee to Integra Bank National Association, as Successor Trustee to Prairie Bank and Trust Company, as Trustee under the Trust Agreement dated April 5, 2004 and known as Trust Number 04-044.

By: *[Signature]*
Trust Officer



LENDER:

MARQUETTE BANK
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.

BORROWER:

HOUSE OF ROLAND, INC.

By: *[Signature]*
Joseph C. Wattman, President

By: *[Signature]*
Michael P. Wattman, Secretary

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TRUST ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK)
) SS
)

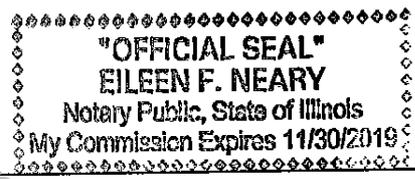
On this 21st day of November, 2017 before me, the undersigned Notary Public, personally appeared Trust Officer, Linda Lee Lutz of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company as Successor Trustee to North Star Trust Company, as Successor Trustee to Integra Bank National Association, as Successor Trustee to Prairie Bank and Trust Company, as Trustee under the Trust Agreement dated April 5, 2004 and known as Trust Number 04-044, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and Assignment of Rents 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 [Signature]

Residing at Orland Park

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF COOK)
) SS
)

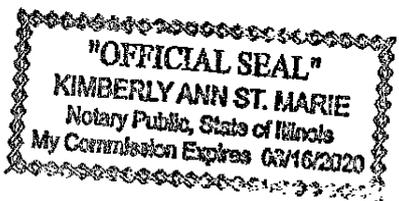
On this 20th day of November, 16 before me, the undersigned Notary Public, personally appeared Kimberly St. Marie and known to me to be the Commercial Loan Officer, authorized agent for MARQUETTE BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MARQUETTE BANK, duly authorized by MARQUETTE 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 MARQUETTE BANK.

By [Signature]

Residing at Dale Forest

Notary Public in and for the State of Illinois

My commission expires 8/16/2020



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BORROWER ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Cook) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph C. Watmann, President of House of Roland, Inc. an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 2017.

By [Signature] Residing at Oak Forest
Notary Public

My Commission Expires: 8/16/2020

BORROWER ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Cook) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael P. Watmann, Secretary of House of Roland, Inc. an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of Novem, 2017.

By [Signature] Residing at Oak Forest
Notary Public

My Commission Expires: 8/16/2020

