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Doc#: 1735212055 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/18/2017 10:32 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634

WHEN RECORDED MAIL TO:
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634

SEND TAX NOTICES TO:
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634

This Modification of Mortgage prepared by:
Robert Sztremer
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2017, is made and executed between Impressionist Properties, LLC (referred to below as "Grantor"), Daniel P. Fowler and Pamela B. Fowler (referred to below as "Original Mortgagor") and Belmont Bank & Trust Company, whose address is 8250 W Belmont Ave, Chicago, IL 60634 (referred to below as "Lender").

MORTGAGE. Lender and Original Mortgagor have entered into a Mortgage dated October 6, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated October 6, 2011 and recorded with the Cook County Recorder of Deeds on November 7, 2011 as document number 1131144089.

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

See Exhibit A, 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 2757-2767 N Lincoln Ave Unit 403 and 404, Chicago, IL 60614. The Real Property tax identification number is 14-29-400-074-1016 and 14-29-400-074-1017.

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

(i) Maturity Date of the Indebtedness is hereby extended to November 5, 2020.

(ii) The Indebtedness is evidenced by original Promissory Note from Original Mortgagor to Lender dated October 6, 2011 in the original principal amount of \$718,000.00, with all of its renewals and modifications and most recently modified by Promissory Note from Grantor to Lender dated November 5, 2017 in the principal amount of \$616,886.77 with monthly payments of \$4,051.22 principal and interest calculated based on 4.500% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on November 5, 2020.

(iii) Grantor hereby assumes the Mortgage and the Indebtedness described above from the Original Mortgagor. Furthermore, Grantor hereby agrees to be bound by all terms and conditions of the Mortgage and all the loan

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documents evidencing the Indebtedness described above as if the Grantor were the Original Mortgagor. Lender hereby agrees to this assumption of the Mortgage and the Indebtedness by the Grantor.

(iv) Lender hereby releases the Original Mortgagor from any and all liability under the Mortgage with its modifications and under the original Promissory Note and its subsequent renewals and modifications. This release, however, does not constitute a release of Daniel P. Fowler's liability to the Lender under Daniel P. Fowler's guaranty of Grantor's debt with Lender.

(v) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent described therein.

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 NOVEMBER 5, 2017.

GRANTOR:

IMPRESSIONIST PROPERTIES, LLC

IH HOLDINGS CORP., Member & Manager of Impressionist Properties, LLC

By: _____
Daniel P. Fowler, President of IH Holdings Corp.

LENDER:

BELMONT BANK & TRUST COMPANY

X _____
Authorized Signer

Deputy Clerk's Office

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

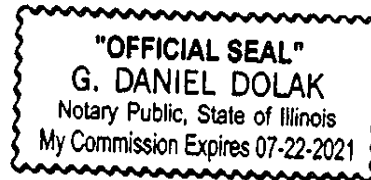
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9th day of November, 2017 before me, the undersigned Notary Public, personally appeared **Daniel P. Fowler, President of IH Holdings Corp., Member & Manager of Impressionist Properties, 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 Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 7/22/21



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 14th day of December, 2017 before me, the undersigned Notary Public, personally appeared Robert Sztramec and known to me to be the Loan Operations Officer authorized agent for **Belmont Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Belmont Bank & Trust Company**, duly authorized by **Belmont Bank & Trust Company** 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 **Belmont Bank & Trust Company**.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 12/30/2020

UNOFFICIAL COPY**EXHIBIT A****Parcel A:**

Unit 404 ^{and Unit 403} in the 2757-67 N. Lincoln Condominium, together with the ^{and Parking Space P-4} exclusive right to use Parking Space P-5 and Storage Space S-404, ^{and Storage Space S-40} limited common elements, as delineated on a survey of the following described real estate:

Parcel 1:

The Northwesterly 25 feet of Lot 17 in Broomell's Subdivision of the West 1/2 of Blocks 10 and 13 in Canal Trustees' Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 13 and 16 in Broomell's Subdivision of the West 1/2 of Blocks 10 and 13 in Canal Trustees' Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian,

Except that part of said Lot 13 described as follows:

Beginning at the most Northeast corner of said Lot 13; thence North 90 degrees 00 minutes 00 seconds West along the North line of said Lot 13, a distance of 27.078 feet; thence South 00 degrees 14 minutes 15 seconds West, a distance of 67.48 feet; thence South 44 degrees 57 minutes 21 seconds East, a distance of 13.37 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 17.91 feet to a point on the East line of said Lot 13; thence North 00 degrees 00 minutes 00 seconds East along the East line of said Lot 13, a distance of 76.94 feet to the point of beginning, in Cook County, Illinois.

Which survey is attached as Exhibit "D" to the Declaration of Condominium recorded March 15, 2007 as document number 0707415045, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel B:

Easement in favor of Parcel A for private walkway as created in Deed to Impressionist Homes on Lincoln, LLC, an Illinois limited liability company recorded as document 0329739015, over the West 2.85 feet of the following described part of Lot 13 aforesaid:

Beginning at the most Northeast corner of said Lot 13; thence North 90 degrees 00 minutes 00 seconds West along the North line of said Lot 13, a distance of 27.078 feet; thence South 00 degrees 14 minutes 15 seconds West, a distance of 67.48 feet; thence South 44 degrees 57 minutes 21 seconds East, a distance of 13.37 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 17.91 feet to a point on the East line of said Lot 13; thence North 00 degrees 00 minutes 00 seconds East along the East line of said Lot 13, a distance of 76.94 feet to the point of beginning, in Cook County, Illinois.

TAX PARCELS 14-29-400-074-1016
14-29-400-074-1017