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After Recording Return To: *Jmuel to*

Doc# 1803134003 Fee \$50.00

David J. Bradford
261 Franklin Drive
Glencoe, Illinois 60222

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/31/2018 09:15 AM PG: 1 OF 7

FIRST AMERICAN TITLE

FILE # 2072027A 1/2

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THIS OMNIBUS AMENDMENT TO MORTGAGE AND NOTE (this "Amendment"), dated as of December 3, 2017 (the "Effective Date"), is made by and between Kathy Zambrano ("Zambrano"), having an address at 2910 N. Commonwealth Avenue, Unit 5B, Chicago, Illinois 60657 and Brandon Lee Marsee, having an address at 111 E Chestnut St, Apt 46A, Chicago, IL 60611 ("Marsee"), and Cheryl H. Bradford and David J. Bradford, husband and wife, having an address at 261 Franklin Drive, Glencoe, Illinois 60022 (the "Lender").

WITNESSETH:

WHEREAS, Zambrano and Marsee were the owners of that certain parcel of real property known as 2910 North Commonwealth, Unit 5B, Chicago, Illinois in the County of Cook, State of Illinois, as more particularly described in Schedule A attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, Marsee conveyed his fee interest in the Real Property to Zambrano on or about June 30, 2017; and

WHEREAS, Lender has agreed to release Marsee from the Note and the Mortgage made by Zambrano and Marsee and recorded on August 20, 2010 and as Document No. 1023233096 in the Cook County, Illinois Recorder of Deeds; and

NOW, THEREFORE, in consideration of the promises by each of the parties to the other, receipt of which is hereby acknowledged, and other good and valuable consideration, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. **Definitions.** Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Mortgage.

2. **Amendment to Mortgage and Note.** Lender confirm and agree that the Mortgage and Note are hereby amended such that Marsee is released from the Mortgage and the Note. As of the Effective Date, "Borrower" shall mean solely Kathy Zambrano for all purposes under the Mortgage and the Note and Marsee shall have no further obligations or liabilities under the Note or the Mortgage. Zambrano acknowledges and agrees that she will assume all liabilities and

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obligations as "Borrower" under the Note and the Mortgage, and shall execute any reasonable documents if reasonably requested by Mortgagee to evidence same.

3. **Confirmation.** The Mortgage and Note, as amended herein, continue to be in full force and effect. Nothing contained in this Amendment is intended to impair or diminish the priority or validity of the lien of the Mortgage and the Note, or constitute a novation, discharge, refinancing or satisfaction of the Mortgage or the Note.

4. **Conflict or Inconsistencies.** In the event of any conflicts or inconsistencies between the provisions of this Amendment and those of the Mortgage or the Note, the provisions hereof shall control.

5. **Counterparts; Facsimile and Electronic Signatures.** This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. **Severability.** If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

7. **Applicable Law.** This instrument shall be governed by and construed according to the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[Remainder of the page left intentionally blank. Signature pages follow.]

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IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Lender:


Cheryl H. Bradford


David J. Bradford

Zambrano:


Kathy Zambrano

Marsee:

Brandon Lee Marsee

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Lender:

Cheryl H. Bradford

David J. Bradford

Zambrano:

Kathy Zambrano

Marsee:



Brandon Lee Marsee

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ACKNOWLEDGEMENT

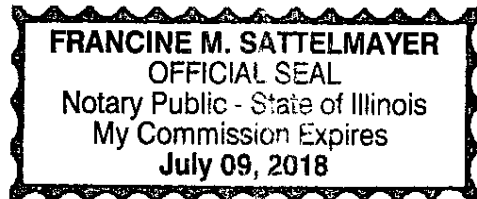
STATE OF ILLINOIS)
) ss.:
 COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3rd day of December, 2017 by Cheryl H. Bradford, an individual. She is personally known to me.



Printed Name: Francine M. Sattelmayer
 Title: Notary Public

My Commission expires: 7/9/18



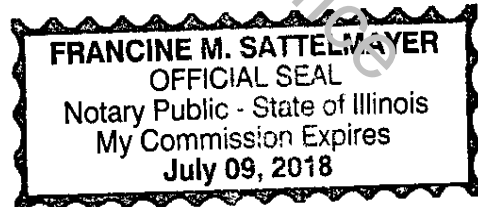
STATE OF ILLINOIS)
) ss.:
 COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3rd day of December, 2017 by David J. Bradford, an individual. He is personally known to me.



Printed Name: Francine M. Sattelmayer
 Title: Notary Public

My Commission expires: 7/9/17



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STATE OF ILLINOIS)

) ss.:

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3 day of January, 2018 by Kathy Zambrano, an individual. She is personally known to me.

Michelle Robertson

Printed Name: Michelle Robertson
Title: Notary Public

My Commission expires: 11/3/19



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STATE OF ILLINOIS)

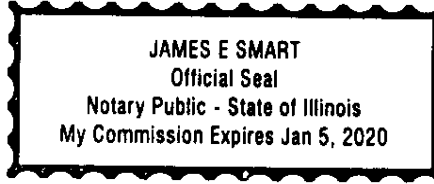
) ss.:

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 8 day of December, 2017 by Brandon Lee Marsee, an individual. He is personally known to me.



Printed Name: James E. Smart
Title: Notary Public



My Commission expires 1/5/2020

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