

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
HICKORY HILLS  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143



\*1806534023\*

Doc# 1806534023 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/06/2018 10:26 AM PG: 1 OF 4

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

**MODIFICATION OF MORTGAGE**

*180769109A*  
*JW*

THIS MODIFICATION OF MORTGAGE dated January 5, 2018 is made and executed between FIRST MIDWEST BANK, not personally but as successor trustee on behalf of TRUST NO. 22161 DATED AUGUST 1, 2016, whose address is 2801 WEST JEFFERSON STREET, JOLIET, IL 60435 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 21, 2016 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded January 24, 2017 as Document No. 1702418096, in Cook County, Illinois.

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

LOTS 1 TO 12 INCLUSIVE IN BLOCK 5 IN CICERO GARDENS, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10401-10415 SOUTH CICERO AVENUE, OAK LAWN, IL 60453. The Real Property tax identification number is 24-15-107-001-0000; 24-15-107-002-0000; 24-15-107-003-0000; 24-15-107-004-0000; 24-15-107-005-0000; 24-15-107-006-0000; 24-15-107-007-0000; 24-15-107-008-0000; 24-15-107-009-0000; 24-15-107-010-0000; 24-15-107-011-0000; 24-15-107-012-0000

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

(i) To delete the definition of Note in its entirety and insert in lieu thereof the following: "Note. The word "Note" means the Promissory Note dated January 5, 2018 in the original principal amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the Promissory Note all of which are incorporated

*JA*

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## MODIFICATION OF MORTGAGE

Loan No: 1

(Continued)

Page 2

herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest."

(ii) To delete "\$200,000.00" from the paragraph titled "Maximum Lien" and insert in lieu thereof the following: "\$900,000.00".

**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 JANUARY 5, 2018.**

**GRANTOR:**

**TRUST NO. 22161 DATED AUGUST 1, 2016**

**FIRST MIDWEST BANK, Trustee of TRUST NO. 22161 DATED AUGUST 1, 2016, and not personally**

By:   
Authorized Signer for FIRST MIDWEST BANK

**LENDER:**

**FIRST MIDWEST BANK**

X   
Authorized Signer

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 17774, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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## MODIFICATION OF MORTGAGE

Loan No: 1

(Continued)

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 28th day of FEBRUARY, 2018 before me, the undersigned Notary Public, personally appeared SUSAN J. ZELEK, AUTHORIZED SIGNER of FIRST MIDWEST BANK, Trustee of TRUST NO. 22161 DATED AUGUST 1, 2016, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage 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 Rita L. Pasik Residing at 7800 W. 95th St., Hickory Hills

Notary Public in and for the State of Illinois

My commission expires



County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 1

(Continued)

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Cook )  
 ) SS  
 COUNTY OF IL )

On this 28th day of February, 2018 before me, the undersigned Notary Public, personally appeared Bob Rodie and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Virginia Reynoso Residing at Hickory Hills, IL

Notary Public in and for the State of IL

My commission expires 4/14/18

