

# UNOFFICIAL COPY

Doc#: 1814955063 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/29/2018 11:03 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**  
St. Charles Bank & Trust  
Company  
411 West Main Street  
St. Charles, IL 60174

**WHEN RECORDED MAIL TO:**  
St. Charles Bank & Trust  
Company  
9801 W Higgins, Suite 400  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**  
St. Charles Bank & Trust Company  
411 West Main Street  
St. Charles, IL 60174

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 20, 2017, is made and executed between First Midwest Bank Successor Trustee to Standard Bank and Trust Company, not personally but as Trustee on behalf of First Midwest Bank, successor to Standard Bank and Trust Company Land Trust Number 18358 (referred to below as "Grantor") and St. Charles Bank & Trust Company, whose address is 411 West Main Street, St. Charles, IL 60174 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 20, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 27, 2007 in the office of the Kane County Recorder, as Document No. 0708611036 and re-recorded July 16, 2010 as Document No. 1019733036 and Assignment of Rents dated March 20, 2007 and recorded on March 27, 2007 in the office of the Kane County Recorder, as Document No. 0708611037.

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

LOT 25 AND 26 IN SECOND ADDITION TO BLOOMDALE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 220.00 FEET OF THE EAST 261.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 19606 South Burnham Avenue, Lynwood, IL 60411. The Real Property tax identification number is 33-07-203-010-0000 and 33-07-203-009-0000.

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

Any references to the term "Maturity date" or words of similar import are hereby removed.

**Addition of the Following Paragraphs:**

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## MODIFICATION OF MORTGAGE (Continued)

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**Tax and Insurance Reserves.** Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with the applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premium for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on Indebtedness upon the occurrence of an Event of Default as described in the Mortgage.

**Waiver of Right of Redemption.** Notwithstanding any of the provisions to the contrary contained in this Mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601 (b) or any similar law existing after the date of this Mortgage, any and all rights of redemptions on the Grantor's behalf and on behalf of any other persons permitted to redeem the property.

**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.

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## MODIFICATION OF MORTGAGE (Continued)

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 20, 2017.

GRANTOR:

FIRST MIDWEST BANK, SUCCESSOR TO STANDARD BANK AND TRUST COMPANY LAND TRUST NUMBER 18358

FIRST MIDWEST BANK SUCCESSOR TRUSTEE TO STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-08-2004 and known as First Midwest Bank, successor to Standard Bank and Trust Company Land Trust Number 18358.

By: *Juan A. Zulu*  
Authorized Signer for First Midwest Bank Successor Trustee to Standard Bank and Trust Company

LENDER:

ST. CHARLES BANK & TRUST COMPANY

X *Adam Hogan*  
Authorized Signer Adam Hogan

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 18358, 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 (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 8<sup>th</sup> day of MAY, 2018 before me, the undersigned Notary Public, personally appeared SUSAN J. ZECER, AUTHORIZED SIGNER of First Midwest Bank Successor Trustee to Standard Bank and Trust Company, Trustee of First Midwest Bank, successor to Standard Bank and Trust Company Land Trust Number 18358, 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 Hickory Hills

Notary Public in and for the State of COOK

My commission ~~OFFICIAL SEAL~~  
 RITA L PASIK  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES:04/18/21

~~CREDIT TO THE ACCOUNT OF  
 THE WITTI (NAMED PAYEE  
 FIRST MIDWEST BANK~~

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 18358, 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 (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

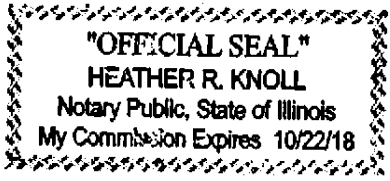
COUNTY OF Kane ) SS )

On this 10th day of May, 2018 before me, the undersigned Notary Public, personally appeared Adam Hecard and known to me to be the Assistant Vice President, authorized agent for **St. Charles Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **St. Charles Bank & Trust Company**, duly authorized by **St. Charles 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 **St. Charles Bank & Trust Company**.

By Heather R. Knoll Residing at Kane County

Notary Public in and for the State of Illinois

My commission expires 10/22/18



Kane County Clerk's Office