



Doc# 1817133059 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/20/2018 11:01 AM PG: 1 OF 4

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AMENDMENT TO MORTGAGE  
(ILLINOIS)

This Amendment to Mortgage (the "Amendment"), is made and entered into by Rachel L Kelly (the "Mortgagor", whether one or more) and U.S. Bank National Association (the "Bank"), as of the date set forth below.

RECITALS

A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of April 27, 2017 (as amended and/or restated, the "Mortgage"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in Exhibit A attached hereto.

Address: 2265 2269 N Clybourn Ave, Chicago, Illinois 60614  
PIN #: 14 32 101 053 0000

B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on May 4, 2017, as Document No. 1712404010, and/or in Book/Volume/Reel \_\_\_\_\_, on Page/Image \_\_\_\_\_.

C. Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.

D. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Bank agree as follows:

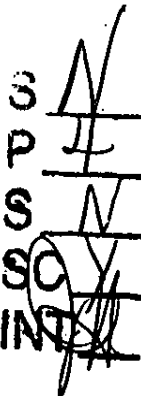
**References to Mortgagor and Bank.** As used herein, (a) the term "Mortgagor" shall mean the same party as may be referred to as the "Mortgagor" or "Grantor", or by other similar terminology, in the Mortgage; and (b) the term "Bank" shall mean the same party as may be referred to as the "Mortgagee", "Bank" or "Lender", or by other similar terminology, in the Mortgage.

**Revolving Loan.** The Mortgage is given to secure a revolving credit facility and secures not only present indebtedness, but also future advances, whether such future advances are obligatory or are to be made at the option of Bank, or otherwise as are to be made within twenty (20) years following the date hereof. Nothing herein shall be construed as meaning that such revolving indebtedness has a term of twenty (20) years. The amount of revolving indebtedness secured hereby may increase or decrease from time to time, however, the principal amount of such revolving indebtedness shall not at any one time exceed the amount of \$100,000.00 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents.

**Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. The foregoing statement does not affect maturity of the Obligations under the Loan Documents.

**Compliance with Laws & Restrictions.** All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall

Box 400



# UNOFFICIAL COPY

remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

**Fees and Expenses.** Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

**Effectiveness of Prior Document.** Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to other indebtedness and/or future advances or credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

**Amended Note Control.** In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Note and any such related loan agreement shall control.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

**Receipt of Copy.** Mortgagor hereby acknowledges the receipt of a copy of the Amendment to Mortgage together with a copy of each promissory note secured hereby.

**Electronic Records.** Bank may, on behalf of Mortgagor, create a microfilm or optical disk or other electronic image of the Amendment. Bank may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

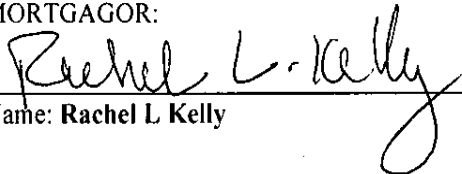
**Authorization.** Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Mortgagor and have been duly authorized by all necessary organizational action.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.**

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of March 30, 2018.

MORTGAGOR:

  
 Name: Rachel L Kelly

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BANK:

U.S. Bank National Association

By: [Signature]  
Name and Title: Joan Archibeque, Vice President

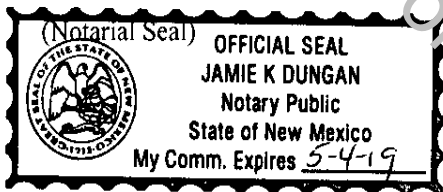
MORTGAGOR ADDRESS: 818 Camino Atalaya, Santa Fe, NM 87505-0331

BANK ADDRESS: 555 SW Oak, Portland, OR 97204

### MORTGAGOR NOTARIZATION

STATE OF New Mexico )  
COUNTY OF Santa Fe ) ss.

This instrument was acknowledged before me on May 16, 2018, by Rachel L Kelly, a single individual.

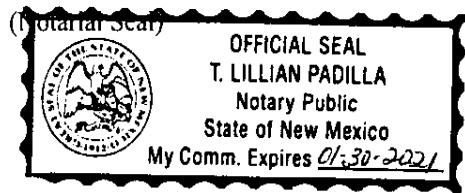


[Signature]  
Printed Name: Jamie K Dungan  
Notary Public, State of: New Mexico  
My commission expires: May 4, 2019

### BANK NOTARIZATION

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss.

This instrument was acknowledged before me on May 22, 2018, by Joan Archibeque, as Vice President of U.S. Bank National Association.



[Signature]  
Printed Name: T. Lillian Padilla  
Notary Public, State of: New Mexico  
My commission expires: 01-30-2021

This instrument was drafted by Joan Archibeque on behalf of U.S. Bank National Association, whose address is set forth in the "return to" paragraph immediately following this paragraph.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 5308, Portland, OR 97228-5308.

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## EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: Rachel L Kelly

Bank: U.S. Bank National Association

Legal Description of Land:

LOTS 58 AND 59 IN BLOCK 1 IN NORTH BRANCH DISTILLING COMPANY'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 15 AND SUBDIVISION OF BLOCK 5 OF THE EAST 1/2 OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Also known as: 2265 2269 N Clybourn Ave, Chicago, Illinois

60614

14-32-101-053-0000