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Doc# 1824044096 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/28/2018 03:10 PM PG: 1 OF 4

## AMENDMENT TO MORTGAGE (ILLINOIS)

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

### RECITALS

25658079<sup>54</sup>  
2572301 DN

A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of July 15, 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: 1353 Grand Ave, Chicago, Illinois 60622  
PIN #: 17-08-132-067-0000

B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on September 6, 2017, as Document No. 1724919006, 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:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Mortgage.

**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 such future advances as are made by Bank pursuant to the Loan Documents, whether such future advances are obligatory or are to be made at the option of Bank, 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 \$250,000.00 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other 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

3 4  
P 4  
S N  
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SC Y  
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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; 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 Controls.** 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 July 15, 2018.

MORTGAGOR:

Name: **Beata Bobowski**

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BANK:

U.S. Bank National Association

By: Lauren Fialkowski  
Name and Title: Lauren Fialkowski, Vice President

MORTGAGOR ADDRESS: 618 South Sunnyside, Elmhurst, IL 60126

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

### MORTGAGOR NOTARIZATION

STATE OF IL )  
COUNTY OF Cook ) ss.

This instrument was acknowledged before me on 8/6/18, by **Beata Bobowski**, a single individual.

(Notarial Seal) "OFFICIAL SEAL"  
Daniel Sayre  
Notary Public, State of Illinois  
My Commission Expires 6/2/2019

[Signature]  
"OFFICIAL SEAL"  
Printed Name: Daniel Sayre  
Notary Public, State of Illinois  
My commission expires 6/2/2019

Daniel Sayre  
IL  
6/2/19

### BANK NOTARIZATION

STATE OF IL )  
COUNTY OF Cook ) ss.

This instrument was acknowledged before me on 8/6/18, by **Lauren Fialkowski**, as Vice President of U.S. Bank National Association.

(Notarial Seal) "OFFICIAL SEAL"  
Daniel Sayre  
Notary Public, State of Illinois  
My Commission Expires 6/2/2019

[Signature]  
Printed Name: Lauren Fialkowski  
Notary Public, State of: IL  
My commission expires: 6/2/19

This instrument was drafted by Lauren Fialkowski 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 3487, Oshkosh, WI 54903-3487.

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

Mortgagor: Beata Bobowski

Bank: U.S. Bank National Association

Legal Description of Land:

UNIT 1353-1 IN 1353 W. GRAND AVENUE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF LOT 19 IN BLOCK 6 OF ROBBINS SUBDIVISION OF BLOCKS 6 AND 7 OF ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 4, 2004 AS DOCUMENT 0412427063 IN COOK COUNTY, ILLINOIS, TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

Also known as: 1353 Grand Ave, Chicago, Illinois