

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Wintrust Bank
231 S. LaSalle
Chicago, IL 60604

Doc#: 1826255059 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2018 10:22 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:

Wintrust Bank
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Wintrust Bank
231 S. LaSalle
Chicago, IL 60604

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 25, 2018, is made and executed between James Donnelly and Margaret Donnelly, husband and wife, as tenants by the entirety (referred to below as "Grantor") and Wintrust Bank, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 25, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 5, 2012 as Document No. 1218749039 in the Recorder's Office of Cook County, Illinois. Pursuant to the following:

Wintrust Bank formerly known as North Shore Community Bank and Trust Company ("Lender"), as successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB, as Seller and Lender as Buyer dated October 18, 2013.

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

THE NORTH 24.0 FEET OF LOT 37 AND ALL OF LOT 38 (EXCEPT THE NORTH 16.0 FEET THEREOF) IN BLOCK 3 IN BOLDENWICKS SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1118 Hannah Avenue, Forest Park, IL 60130. The Real Property tax identification number is 15-13-428-042-0000.

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

The maximum lien amount shall be amended and restated below:

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$55,733.26.

The definition of Lender shall be amended and restated below:

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Lender. The word "Lender" means Wintrust Bank.

The definition of Note secured by said Mortgage shall be amended and restated below:

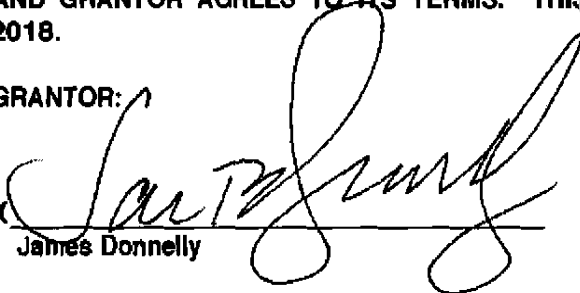
Note. The word "Note" means Promissory Note dated August 25, 2018 in the original principal amount of \$27,866.63 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the note.

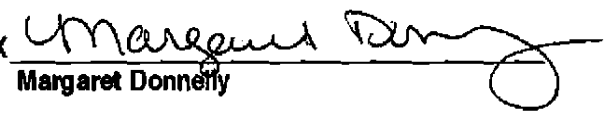
All references to the maturity date of the Promissory Note shall be deleted in its entirety.

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 AUGUST 25, 2018.


GRANTOR:

x 
James Donnelly

x 
Margaret Donnelly

LENDER:

WINTRUST BANK

x 
Authorized Signer Miguel Gomez

County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

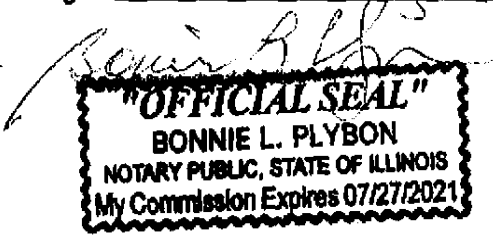
On this day before me, the undersigned Notary Public, personally appeared James Donnelly and Margaret Donnelly, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of Aug., 2018.

By Bonnie L. Plybon Residing at 17 E. Burlington, Riverside

Notary Public in and for the State of Illinois

My commission expires 7/27/2021



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 5th day of SEPTEMBER, 2018 before me, the undersigned Notary Public, personally appeared MIGUEL GOMEZ and known to me to be the LENDER, authorized agent for Wintrust Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Wintrust Bank, duly authorized by Wintrust 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 Wintrust Bank.

By JERRY S. KOCHOWICZ Residing at NORRIDGE, IL.

Notary Public in and for the State of ILLINOIS

My commission expires 6-17-2020

