

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/13/2018 09:22 AM Pg: 1 of 5

This document was prepared by,  
and after recording, return to:

F. Kevin Murnighan, Esq.  
Carey White Boland  
Murnighan & Murray, LLC  
33 W. Jackson Blvd., Suite 500  
Chicago, IL 60604

**PROPERTY ADDRESSES:**

3521-25 N. Harlem Ave.  
a/k/a 3521N. Harlem and 3527 N. Harlem Ave.  
Chicago, Illinois 60634

PIN: 13-19-300-050-0000, 13-19-300-052-0000

## FIRST MODIFICATION OF MORTGAGE

This First Modification of Mortgage (this "Modification") dated as of September 25, 2018 is executed by MARQUETTE BANK f/k/a Marquette National Bank, as Trustee under a Trust Agreement dated March 7, 2007 and known as Trust # 18281 (the "Mortgagor") to and for the benefit of INLAND BANK & TRUST, an Illinois state chartered banking institution, its successors and assigns (the "Bank"), whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523.

### RECITALS:

A. Mortgagor executed and delivered to the Bank that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated September 25, 2008 which was recorded in the Office of the Cook County Recorder of Deeds ("Recorder's Office") on October 24, 2008 as Document No. 0829818082, (as may be amended or restated, the "Mortgage") whereby Mortgagor mortgaged and warranted unto the Bank, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated (the "Premises").

B. Mortgagor executed and delivered to the Bank that certain Replacement Mortgage Note dated September 25, 2013 in the principal amount of Four Hundred Eighty Thousand Five Hundred Four and 18/100 Dollars (\$480,504.18) (the "Replacement Mortgage Note") which replaced in its entirety that certain Mortgage Note dated September 25, 2008 (the "Prior Note") from Mortgagor to the Bank in the maximum principal amount of in the original principal amount of Six Hundred Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$618,750.00).

C. It is the intention of the parties that the Replacement Mortgage Note shall be the "Note" secured by the Mortgage.

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D. The parties now desire to amend the Mortgage pursuant to this Modification to, among other things, amend the description of the Indebtedness secured thereby.

NOW, THEREFORE, in consideration of the premises and mutual agreements of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend and modify the Mortgage as follows:

1. Recitals. The Recitals to this Modification are incorporated herein by this reference as fully and with the same force and effect as if repeated herein at length.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage, as applicable.

3. Amendment to the Mortgage.

(a) Amendment to Recital A. Paragraph (i) on the first page of the Mortgage is hereby amended in its entirety and restated as follows:

(i) Payment of Mortgage, Igor Romanyuk, Igor Urytsky and Carolina Repair Shop, Inc. d/b/a A & Zee Auto Repair Inc.'s Replacement Mortgage Note to Mortgagee dated September 25, 2013, in the principal amount of Four Hundred Eighty Thousand Five Hundred Four and 18/100 Dollars (\$480,504.18), which Note provides, among other things, for final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, on the Maturity Date (as that term is defined in that certain Loan and Security Agreement dated September 25, 2008 between Igor Romanyuk, Igor Urytsky and Carolina Repair Shop, Inc. d/b/a A & Zee Auto Repair Inc. and the Mortgagee, as amended from time to time), except as may be accelerated pursuant to the terms hereof, of the Note or of any other document or instrument now or hereafter given to evidence or secure the payment of the Note or extended by the Mortgagee pursuant to any modification, extension or renewal executed by the Mortgagee and accepted by the Mortgagee in its sole and absolute discretion, plus costs and all other sums thereunder to be paid, and any and all amendments, extensions, renewals, modifications, substitutions or replacements of said Note (the "Note", which by this reference is incorporated herein); and

4. Reaffirmation of Mortgage. All the terms, conditions, representations, covenants, agreements and provisions set forth in the Mortgage, as heretofore and hereby amended, modified, supplemented and/or restated, shall be and they are hereby reaffirmed, ratified, and confirmed in their entirety by the Mortgagee as of the date hereof and the Mortgage, to the extent not inconsistent with this Modification are incorporated herein by reference as if fully set forth herein. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth herein, such terms and provisions shall be deemed superseded hereby. All references to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this

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Modification, as applicable. Except as herein above modified and amended, the Mortgage and all the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall remain in full force and effect in all respects without setoff, demand or counterclaim and its provisions shall be binding on the parties hereto.

6. No Satisfaction; No waiver. It is the expressed intention and agreement of the parties hereto that this modification of the Mortgage is not intended or to be construed as an extinguishment, revocation, satisfaction or discharge of any of the Indebtedness, liabilities or obligations thereunder or any guaranty thereof, nor shall said modification be deemed to be a waiver of the Bank's rights thereunder or under any Note or other Related Documents or other document between the parties hereto.

7. Effectiveness. The amendments to the Mortgage contemplated by this Modification shall be deemed effective immediately upon the full execution of this Modification and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Modification.

8. Trustee Exculpation. This Modification Mortgage is executed by said Trustee not personally but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in any promissory note shall be construed as creating any liability on the said company, either individually or as Trustee as aforesaid, personally to pay any indebtedness accruing hereunder or thereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as said company, either personally or as Trustee aforesaid, or its successors, personally are concerned, the legal owner or owners of any indebtedness accruing hereunder or thereunder shall look solely to the premises hereby conveyed for the payment thereof, or to the enforcement of the lien hereby created or by action to enforce the personal liability of any other maker to any promissory note or to the enforcement of any covenant expressed herein which is joined in by any party in its individual capacity or to the enforcement of the provisions of any other collateral from time to time which secures payment.

*Signature page follows.*

IN WITNESS WHEREOF, this First Modification of Mortgage has been duly executed as of September 25, 2018.

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MARQUETTE BANK f/k/a Marquette National Bank, as Trustee under a Trust Agreement dated March 7, 2007 and known as Trust # 18281

AND NOT PERSONALLY

By: *Joyce A. Madsen*

Name: Joyce A. Madsen

Title: TRUST OFFICER

ATTEST: *Cherice Hoard*  
Cherice Hoard Assistant Secretary

STATE OF Illinois

COUNTY OF Cook ) SS

\* Joyce A. Madsen TRUST OFFICER \* Cherice Hoard Assistant Secretary

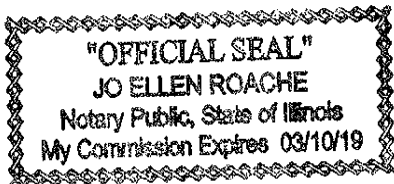
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \* Joyce A. Madsen of MARQUETTE BANK, who is personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of September 7, 2018.

My commission expires: 3-10-19

Notary Public

*Jo Ellen Roache*



(Signature Page -Modification to Mortgage-September 25, 2018)

## EXHIBIT A

## LEGAL DESCRIPTION

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LOTS 18, 19 AND 20 IN BLOCK 4 IN H.O. STONE AND COMPANY'S BELMONT AVENUE TERRACE SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 13-19-300-050-0000, 13-19-300-052-0000

Address: 3521-25 N. Harlem, a/k/a 3521 N. Harlem and 3527 N. Harlem Ave., Chicago, IL 60634

Property of Cook County Clerk's Office