

UNOFFICIAL COPY

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:**

Andrew L. Glubisz
Chuhak & Tecson, P.C.
30 South Wacker Drive, Suite 2600
Chicago, Illinois 60606

Property: 2252-58 N. Cicero Ave.
Chicago, Illinois 60639

PIN(s): 13-33-214-023-0000;
13-33-214-022-0000; 13-33-214-021-0000



1901534070

Doc# 1901534070 Fee \$50.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/15/2019 02:56 PM PG: 1 OF 7

Space Above This Line Reserved For Recorder's Use

SECOND MODIFICATION OF MORTGAGE

THIS SECOND MODIFICATION OF MORTGAGE ("**Modification**") is made effective as of October 23, 2018, by **MARISOL DIAZ**, an individual ("**Mortgagor**"), to and for the benefit of **BYLINE BANK**, successor in interest to Ridgestone Bank, its successors and assigns ("**Lender**").

RECITALS

A. Juan Diaz ("**Diaz**") executed a Mortgage in favor of Lender dated December 7, 2012, and recorded with the Cook County, Illinois Recorder on January 7, 2013, as Document No. 1300734032 ("**Original Mortgage**"), affecting real property commonly known as 2252-58 N. Cicero Ave., Chicago, Illinois 60639, and legally described on Exhibit A attached hereto and made a part hereof ("**Real Estate**").

B. The Original Mortgage was modified pursuant to that certain Modification of Mortgage dated January 21, 2017, executed by and between Mortgagor and Leticia Diaz, an individual, as successors in interest to Diaz, and Mortgagee, and recorded with the Cook County, Illinois Recorder on February 1, 2017, as Document No. 1703229106 ("**First Modification**") and, collectively with the Original Mortgage, "**Mortgage**").

C. The Mortgage currently secures a loan facility provided by Lender to Diaz on or about December 7, 2012, in the original principal amount of Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00), as thereafter modified and assumed by Mortgagor and Leticia Diaz ("**Loan**").

UNOFFICIAL COPY

D. As of the date hereof, title to the Real Estate has been transferred to Mortgagor, from Mortgagor and Leticia Diaz.

E. Lender is willing to agree to modify the Loan pursuant to a Fourth Loan Modification Agreement effective as of even date herewith, by and between Lender and Mortgagor, in relation to the Loan ("**Modification Agreement**"), provided that the Mortgage is modified in accordance with the terms of such Modification Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents (as defined in the Modification Agreement).

MODIFICATIONS AND AGREEMENTS

1. Modifications. Lender and Mortgagor hereby modify the Mortgage as follows:
 - a. Any reference in the Mortgage to the "**Mortgagor**" shall mean and refer to Marisol Diaz, an individual.
 - b. Any reference in the Mortgage to the "**Borrower**" shall mean and refer to Marisol Diaz, an individual.
 - c. Any reference in the Mortgage to the "**Note**" shall mean and refer to that certain Promissory Note dated December 7, 2012, from Juan Diaz in favor of Lender, in the original principal amount of Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00), as modified by that certain Amended and Restated Promissory Note dated effective as of November 23, 2016, from Marisol Diaz and Leticia Diaz in favor of Lender, in the original principal amount of One Hundred Eighty-One Thousand Six Hundred Sixty-Eight and 52/100 Dollars (\$181,668.52), as most recently modified by the Modification Agreement, and all other amendments, supplements, modifications, renewals, extensions, restatements, substitutions and replacements thereof.
2. 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 its respective terms, as a first priority lien. 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 Note or other credit agreement secured by the Mortgage. 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.

UNOFFICIAL COPY

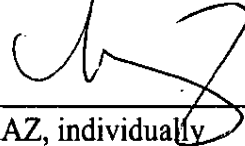
3. Validity of Mortgage. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Lender. Mortgagor has no claims, counterclaims or set-offs with respect to the Loan or the Loan Documents as modified herein or in the Agreement. Mortgagor understands and acknowledges that the Lender entered into the Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.
4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

Remainder of page left blank intentionally – signature page to follow.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date first above written.

MORTGAGOR:



MARISOL DIAZ, individually

LENDER:

BYLINE BANK

By: Rita Soroka
Name: RITA SOROKA
Its: OFFICER, PORTFOLIO MGR.

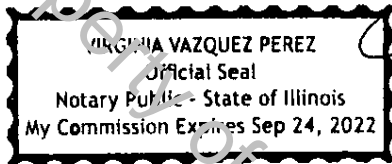
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MARISOL DIAZ, an individual, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal on November 13th 2018.



Virginia Vazquez Perez
Notary Public

My commission expires: Sep 24, 2022

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rita Soroka, personally known to me to be the Officer, Portfolio Manager of BYLINE BANK, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal on November 29th 2018



[Signature]
Notary Public
My commission expires: 10.23.2021

Properly Filed
Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 1, 2, AND 3 IN BLOCK 1 IN JENNING'S SUBDIVISION OF LOT 2 IN COUNTY CLERK'S SUBDIVISION OF THE EAST 3/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2252-58 N. Cicero Ave. Chicago, Illinois 60639

PIN(s): 13-31-214-023-0000; 13-33-214-022-0000; 13-33-214-021-0000.

Property of Cook County Clerk's Office