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RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
ARLINGTON HEIGHTS
8750 WEST BRYN MAWR
AVENUE
SUITE 1300
CHICAGO, IL 60631-3655

Doc# 1910108238 Fee \$54.25
RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 04/11/2019 02:36 PM PG: 1 OF 8

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

4035B19002-1

2490S # 6115

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2019, is made and executed between FIRST MIDWEST BANK, not personally but as Successor Trustee dated March 24, 2006 and known as Trust #19378, whose address is 2801 WEST JEFFERSON STREET, JOLIET, IL 60435 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 23, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED JULY 1, 2010 AS DOCUMENT NUMBER 1018226026 AND A MODIFICATION OF MORTGAGE DATED JULY 5, 2013, RECORDED MARCH 18, 2014 AS DOCUMENT NUMBER 1407122021.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 10440-10640 Brooks Lane, Chicago Ridge, IL 60415. The Real Property tax identification number is 24-18-200-032-1002, 1003, 1025, 1027, 1030, 1052, 1054, 1056, 1058, 1061, 1064, 1068, 1073, 1074, 1075, 1076, 1078, 1079, 1084, 1085, 1087, 1088, 1092, 1095, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1106, 1108, 1109, 1111, 1114, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1129, 1130, 1131, 1133, 1134, 1135, 1136, 1137, AND 1143.

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the Promissory Note dated January 5, 2019 in the original principal amount of \$2,875,323.59 from Borrower to Lender, together with all renewals of, extensions of, modifications of,

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MODIFICATION OF MORTGAGE

Loan No: 00001

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refinancings of, consolidations of, restatements of and substitutions for the Promissory Note all of which are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid accrued interest."

To add the following: "TAX RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro-rated share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above."

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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 5, 2019.

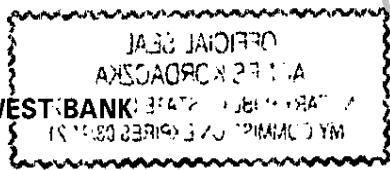
GRANTOR:

TRUST #19378

FIRST MIDWEST BANK, not personally but as Trustee under that certain trust agreement dated 03-24-2006 and known as TRUST #19378.

By: *Dusan J. DeLuca*
Authorized Signer for FIRST MIDWEST BANK.

LENDER:



FIRST MIDWEST BANK

X *[Signature]*
Authorized Signer VP

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 28~~th~~ day of February, 2019 before me, the undersigned Notary Public, personally appeared Susan J. Zelek of **FIRST MIDWEST BANK, Trustee of TRUST #19378**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Agnes Kordaczka Residing at Homer Glen, IL

Notary Public in and for the State of Illinois

My commission expires 8-21-21



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF KANE)

On this 28th day of FEBRUARY, 2019 before me, the undersigned Notary Public, personally appeared ROBERT CALLAGHAN III and known to me to be the VICE PRESIDENT, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Susan J. Zelek Residing at Hickory Hills
 Notary Public in and for the State of IL
 My commission expires 12/10/22



UNOFFICIAL COPY**EXHIBIT "A"****UNIT NUMBERS:****(BUILDING 1) UNITS A2, A3****(BUILDING 2) UNITS A1, A3, A6****(BUILDING 3) UNITS A4, A6, A8, B2, B5, B8, C4****(BUILDING 4) UNITS A1, A2, A3, A4, A6, A7, B4, B5, B7, B8, C4, C7****(BUILDING 5) A1, A2, A3, A4, A5, A6, A7, A8, B2, B4, B5, B7, C2, C4, C5, C6, C7, C8****(BUILDING 6) UNITS A1, A2, A3, A4, B1, C1, C2, C3****(BUILDING 7) UNITS A1, A2, A3, A4, B1, C3****IN TATRA CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:****BUILDING 1:**

THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 WITH THE CENTER LINE OF WEST 106TH STREET THENCE SOUTH ALONG THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 A DISTANCE OF 520.21 FEET TO THE NORTHWESTERLY LINE OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD A DISTANCE OF 386.30 FEET TO THE WESTERLY LINE OF THE TRI-STATE TOLLWAY, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE TRI-STATE TOLLWAY, A DISTANCE OF 255.31 FEET; TO THE CENTER LINE OF WEST 106TH STREET EXTENDED EAST; THENCE WESTERLY A DISTANCE OF 234.16 FEET TO THE POINT OF BEGINNING (EXCEPT THE NORTH 281.84 FEET), IN COOK COUNTY, ILLINOIS.

BUILDING 2:

THE SOUTH 95.67 FEET OF THE NORTH 218.84 OF THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 WITH THE CENTER LINE OF WEST 106TH STREET THENCE SOUTH ALONG THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 A DISTANCE OF 520.21 FEET TO THE NORTHWESTERLY LINE OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD A DISTANCE OF 386.30 FEET TO THE WESTERLY LINE OF THE TRI-STATE TOLLWAY, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE TRI-STATE TOLLWAY, A DISTANCE OF 255.31 FEET; TO THE CENTER LINE OF WEST 106TH STREET EXTENDED EAST; THENCE WESTERLY A DISTANCE OF 234.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BUILDING 3:

THE NORTH 123.17 FEET OF THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 WITH THE CENTER LINE OF WEST 106TH STREET THENCE SOUTH ALONG THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 A DISTANCE OF 520.21 FEET TO THE NORTHWESTERLY LINE OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD A DISTANCE OF 386.30 FEET TO THE WESTERLY LINE OF THE TRI-STATE TOLLWAY, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE TRI-STATE TOLLWAY, A DISTANCE OF 255.31 FEET; TO THE CENTER LINE OF WEST 106TH STREET EXTENDED EAST; THENCE WESTERLY A DISTANCE OF 234.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

(CONTINUED)

BUILDING 4:

THE SOUTH 137.17 FEET (AS MEASURED ALONG THE WEST LINE) OF THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 106TH STREET IN C. E. MEHLING'S MAYCLIFF SUBDIVISION IN THE NORTH 1/2 OF SAID SECTION 18, WITH THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE EAST ALONG THE EXTENSION OF THE CENTER LINE OF 106TH STREET TO THE WESTERLY LINE OF THE ILLINOIS TOLL ROAD; THENCE NORTHWESTERLY ALONG THE SAID WESTERLY LINE OF THE ILLINOIS TOLL ROAD TO ITS INTERSECTION WITH THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

BUILDING 5:

THE NORTH 104.67 FEET (AS MEASURED ALONG THE WEST LINE) OF THE SOUTH 241.84 FEET (AS MEASURED ALONG THE WEST LINE) OF THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 106TH STREET IN C. E. MEHLING'S MAYCLIFF SUBDIVISION IN THE NORTH 1/2 OF SAID SECTION 18 WITH THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE EAST ALONG THE EXTENSION OF THE CENTER LINE OF 106TH STREET TO THE WESTERLY LINE OF THE ILLINOIS TOLL ROAD; THENCE NORTHWESTERLY ALONG THE SAID WESTERLY LINE OF THE ILLINOIS TOLL ROAD TO ITS INTERSECTION WITH THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BUILDING 6:

THE NORTH 128.17 FEET (AS MEASURED ALONG THE WEST LINE) OF THE SOUTH 370.01 FEET (AS MEASURED ALONG THE WEST LINE) OF THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 106TH STREET IN C. E. MEHLING'S MAYCLIFF SUBDIVISION IN THE NORTH 1/2 OF SAID SECTION 18, WITH THE EAST LINE OF THE WEST 547.20 FEET OF SAID SECTION 18, IN WALES TOBEY'S SUBDIVISION; THENCE EAST ALONG THE EXTENSION OF THE CENTER LINE OF 106TH STREET TO THE WESTERLY LINE OF THE ILLINOIS TOLL ROAD; THENCE NORTHWESTERLY ALONG THE SAID WESTERLY LINE OF THE ILLINOIS TOLL ROAD TO ITS INTERSECTION WITH THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

(CONTINUED)

BUILDING 7:

THE NORTH 117.39 FEET (AS MEASURED ALONG THE WEST LINE) OF THE SOUTH 487.40 FEET (AS MEASURED ALONG THE WEST LINE) OF THAT PART OF LOT 3 IN WALES TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THE 106TH STREET IN C. E. MEHLING'S MAYCLIFF SUBDIVISION IN THE NORTH 1/2 OF SAID SECTION 18, WITH THE EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE EAST ALONG THE EXTENSION OF THE CENTER LINE OF 106TH STREET TO THE WESTERLY LINE OF THE ILLINOIS TOLL ROAD; THENCE NORTHWESTERLY ALONG THE SAID WESTERLY LINE OF THE ILLINOIS TOLL ROAD TO ITS INTERSECTION WITH THE SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 547.20 FEET OF SAID LOT 3 IN WALES TOBEY'S SUBDIVISION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 20, 2006 AS DOCUMENT NUMBER 0632415091; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Cook County Clerk's Office