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Doc#. 1912033068 Fee: \$54.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 04/30/2019 09:58 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
PAN AMERICAN BANK &
TRUST
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160

WHEN RECORDED MAIL TO:
PAN AMERICAN BANK &
TRUST
LOAN DEPARTMENT
1440 W. NOCTH AVE.
MELROSE PARK IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Frank G. Alessi, Vice President, Loan Operations
PAN AMERICAN BANK & TRUST
1440 W. NORTH AVE.
MELROSE PARK, IL 60160

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 29, 2019, is made and executed between John Scianna, a single person, whose address is 238 N. Crest Ave., Bartlett, IL 60103 (referred to below as "Grantor") and PAN AMERICAN BANK & TRUST, whose address is 1440 W. NONTH AVE., MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 9, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

mortgage to Pan American Bank & Trust recorded on 12/17/2013 at the Cook County Recorder of Deeds as document number 1335148002.

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

LOT 7 IN TAYLOR'S SECOND ADDITION TO BARTLETT, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 2, 1959 AS DOCUMENT LR 1852682, IN COOK COUNTY COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 238 N Crest Ave., Bartlett, IL 60103. The Real Property tax identification number is 06-35-104-023-0000.

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

The interest rate is hereby amended. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 5.500% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 84 monthly consecutive principal and interest payments in the initial amount of \$1,487.42 each, beginning May 29, 2019, with interest calculated on the unpaid principal

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 161001020 (Continued) Page 2

balances at an initial discounted interest rate of 5.500% based on a year of 360 days; 35 monthly consecutive principal and interest payments in the initial amount of \$1,600.24 each, beginning May 29, 2026, with interest calculated on the unpaid principal balances at an interest rate based on the PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL (currently 5.500%), plus a margin of 1.000 percentage points, the sum rounded to the nearest 0.125, resulting in an initial interest rate of 6.500% based on a year of 360 days; and one principal and interest payment of \$182,860.92 on April 29, 2029, with an interest calculated on the unpaid principal balances at an interest rate based on the PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL (currently 5.500%), plus a margin of 1.000% percentage points, the sum rounded to the nearest 0.125, resulting in an initial interest rate of 6.500% based on a year of 360 ways. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the arpicable payment stream. Under no circumstances shall the interest rate on this Note be less than 5.500% per annum or more than the lesser of 11.500% per annum or the maximum rate allowed by applicable law. Notwithstanding the provisions, the maximum increase or decrease in the interest rate at any one time on the note will not exceed 2.000 percentage points.

The monthly payment due date is changed from the 13th to the 29th of every month, starting on May 29, 2019. The new maturity date is changed from 12/13/2023 to 4/29/2029. All the other Terms and Conditions remain the same.

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 singles 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 APRIL 29, 2019.

**GRANTOR:** 

John Skianna

#### WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

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Lindsay A. Sciafina

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## **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 161001020	(Continued)		Page 3
LENDER:			
PAN AMERICAN BAMK & TRUST  X Coll .			
Authorized Signer	NDIVIDUAL ACKNOWLEDG	MENT	
	NDIVIDUAL ACRICOVELDS		
STATE OF THE INDIS	<u>O</u> , , ) , s	OFFICIAL FRANK CAL NOTARY PUBLIC - ST MY COMMISSION E	ABRESE \$ rate of Illinois \$
COUNTY OF COOK		£	·······›
On this day before me, the undersi the individual described in and who signed the Modification as his or mentioned.	executed the Modification of Mo	ortgage, and acknowled	lged that he or she
Given under my hand and official se	eal this <u>29 th</u> oar/s	1 April	, 20 <u>19</u> .
By S		at 76. > Dunmore Case,	bontlett In 601
Notane Public in and for the State of	-	0,	<del></del>
Notary Public in and for the State o  My commission expires	12019	TSO	
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MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 161001020 LENDER ACKNOWLEDGMENT OFFICIAL SEAL STATE OF LICENOUS FRANK CALABRESE NOTARY PUBLIC - STATE OF ILLINOIS ) SS MY COMMISSION EXPIRES:07/07/19 COUNTY OF \_COOK before me, the undersigned Notary On this and known to me to be the AKE Prosident Public, personally apported francis. Alusi , authorized agent for PAN AMERICAN BANK & TRUST that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PAN AMERICAN BANK & TRUST, duly authorized by PAN AMERICAN BANK & TRUST 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 frict executed this said instrument on behalf of PAN AMERICAN BANK & IRUST. Residing at 763 Dunner Lane, Burtett, To 60103 Notary Public in and for the State of My commission expires Originator Names and Nationwide Mortgage Licensing System and Registry Ds: NMLSR ID: 607827 Organization: PAN AMERICAN BANK & TRUST NMLSR ID: 1375936 Individual: Patrick Giuliano

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