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Doc#: 1914222024 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/22/2019 09:51 AM Pg: 1 of 6

Prepared by and after
Recording Return To:
Stephen Alderman
Erica Byrd
GARFIELD & MEREL, LTD.
Two Prudential Plaza
180 N. Stetson Ave., Suite 1300
Chicago, Illinois 60601

Parcel Identification Number:

14-33-300-002-0000

Common Address:

1971 North Halsted Street
Chicago, Illinois 60614

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, dated this 16th day of May, 2019 ("*Modification*") is made by BYLINE BANK, formerly known as North Community Bank ("*Lender*") and CHICAGO TITLE LAND TRUST COMPANY as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, National Banking Association, as Trustee under provisions of a certain Trust Agreement dated the 17th day of January 1984 and known as Trust Number 60134 ("*Mortgagor*").

RECITALS

WHEREAS, Mortgagor entered into and executed the following: (i) that certain Mortgage dated December 16, 2014, recorded with the Cook County Recorder of Deeds on December 17, 2014 as Document Number 1435108103 ("*Mortgage*"); and (ii) that certain Assignment of Rents dated December 16, 2014, recorded with the Cook County Recorder of Deeds on December 17, 2014 as Document Number 1435108104 ("*Assignment of Rents*") both with respect to the real property legally described on Exhibit A hereto; and

WHEREAS, Mortgagor and Lender wish to amend and/or modify the Mortgage and Assignment of Rents (collectively the "*Mortgage Documents*") as provided herein.

NOW THEREFORE, in consideration of the mutual consents, conditions, and agreements herein contained, receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Recitals and Definitions. The Recitals above are made a part of this Section 1 as though fully set forth herein. Capitalized words and phrases not otherwise defined herein shall have the meaning ascribed in the Mortgage Documents.

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2. Modification Terms.

(a) The definition of Note in the Mortgage and Assignment of Rents is hereby amended and replaced in its entirety with the following:

“**Note.** The word “Note” means the promissory note dated December 16, 2014, in the principal amount of \$500,000.00, as amended by the Change in Terms Agreements dated May 15, 2019, which, among other things, increased the principal to \$700,000.00 and extended the maturity date to May 15, 2024.”

(b) The Mortgage is hereby amended by adding the following paragraph:

“**REAL ESTATE TAX ESCROW.** Commencing on May 16, 2019 and on the 16th day of each calendar month thereafter, the Grantor shall pay to the Lender, an amount equal to one-twelfth (1/12th) of what is necessary to pay, on an annualized basis, all real estate taxes on the Real Property (“*Taxes*”) and to enable the Lender to pay same before the taxes would become delinquent, and, on demand, from time to time shall pay to the Lender additional sums necessary to pay the Taxes. If Grantor pays such amounts to Lender, Lender shall remit such amounts for payment of Taxes, subject to the provisions hereof. No amounts so paid shall be deemed to be trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable thereon. In the event that the Grantor does not pay such sums for Taxes, then Lender may, but shall not be obligated to, pay such Taxes and any money so paid by the Lender shall constitute additional Indebtedness hereunder and shall be payable by Grantor to Lender on demand with interest thereof from the date of disbursement by Lender at the rate of interest provided for in the Note after default until repaid to Lender. If an Event of Default occurs, the Lender shall have the right, at its election, to apply any amounts so held under this paragraph against all or any part of the Indebtedness, or in payment of Taxes for which the amounts were deposited. The Grantor will furnish to Lender, bills for Taxes not less than thirty (30) days before Taxes become delinquent.”

3. Construction. The parties hereto intend this instrument to operate as a modification of the Mortgage Documents and do not intend that a new mortgage or assignment of rents be created hereby. This Modification shall be construed in conjunction with and shall modify the Mortgage Documents. Except as amended hereby, all of the terms, covenants, and conditions of the Mortgage Documents shall remain in full force and effect and are hereby ratified and confirmed. In the event of any inconsistencies between this Modification and the Mortgage Documents, the Modification shall prevail.

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4. Counterparts. This Modification may be executed in any number of counterparts so long as each signatory hereto executes at least one such counterpart. Each such counterpart shall constitute one original, but all such counterparts taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned has executed this Modification as of the date first above written.

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, National Banking Association, as Trustee under provisions of a certain Trust Agreement dated the 17th day of January 1984 and known as Trust Number 60134

Carolyn Pampenella

BY: CAROLYN PAMPENELLA

ITS: VICE PRESIDENT



STATE OF IL)

) SS.

COUNTY OF COOK)

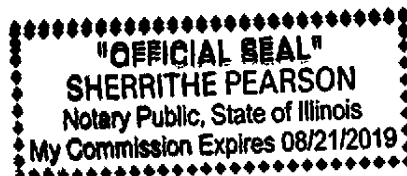
I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that CAROLYN PAMPENELLA VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, National Banking Association, as Trustee under provisions of a certain Trust Agreement dated the 17th day of January 1984 and known as Trust Number 60134 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/he signed and delivered the said instrument as her/his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day May, 2019.

Sherrithe Pearson

Notary Public

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



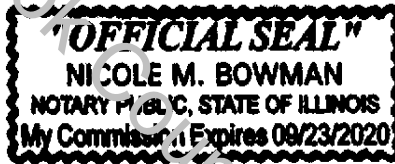
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LENDER:

BYLINE BANK, formerly known as North Community Bank,

BY: Joanne Campanile
JOANNE CAMPANILE, Senior Vice President

STATE OF IL)
) SS.
COUNTY OF COOK)



I, Nicole Bowman a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Joanne Campanile, Senior Vice President of BYLINE BANK 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 and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day May, 2019.

Nicole Bowman
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

LOT 13 IN WHITE SUBDIVISION OF THE NORTH 176 1/2 FEET OF THE WEST 1/2 OF LOT 25 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1971 North Halsted Street, Chicago, IL 60614. The Real Property tax identification number is 14-33-300-002-0000.

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