



Doc# 1915518068 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/04/2019 02:12 PM PG: 1 OF 5

89 84200 LK Dale

AMENDMENT TO MORTGAGE (ILLINOIS)

This Amendment to Mortgage (the "Amendment"), is made and entered into by Rachel L Kelly (the "Mortgagor", whether one or more) and U.S. Bank National Association (the "Bank"), as of the date set forth below.

RECITALS

A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of April 27, 2017 (as amended and/or restated, the "Mortgage"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in Exhibit A attached hereto.

Address: 2265 2269 N Clybourn Ave, Chicago, Illinois 60614
PIN #: 14 32 101 053 0000

B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on May 4, 2017, as Document No. 1712404010, and/or in Book/Volume/Reel \_\_\_\_\_, on Page/Image \_\_\_\_\_

C. Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.

D. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Bank agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Mortgage.

References to Mortgagor and Bank. As used herein, (a) the term "Mortgagor" shall mean the same party as may be referred to as the "Mortgagor" or "Grantor", or by other similar terminology, in the Mortgage; and (b) the term "Bank" shall mean the same party as may be referred to as the "Mortgagee", "Bank" or "Lender", or by other similar terminology, in the Mortgage.

Change in Secured Obligations. The Mortgage is granted to secure all of the following obligations, whether now or hereafter existing (the "Obligations"): the loan(s) by Bank to Rachel L Kelly (the "Borrower") evidenced by a note or notes originally dated or amended or restated as of April 27, 2017, in the stated or amended principal amount(s) of \$50,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all of Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to Bank under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent; all of Mortgagor's obligations under the Mortgage; and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of the Mortgage, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

Box 400

SY
PS
S
MX
SC
E
INT

# UNOFFICIAL COPY

For purposes of this Amendment, "Loan Documents" means together and individually the Note, the Mortgage and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Bank evidencing, creating, securing, guarantying or otherwise related to the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

The definition of Obligations set forth above replaces any existing description of the indebtedness or other obligations secured by the Mortgage. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

**Maximum Lien Amount.** Notwithstanding anything to the contrary herein, the maximum indebtedness secured by the Mortgage shall not exceed at any one time the sum of principal in the amount of \$50,000.00, plus all interest thereon, plus all protective advances and advances in performance of Mortgagor's obligations under the Mortgage, plus all costs, expenses and attorneys' fees incurred in connection with or relating to (a) the collection of the Obligations, (b) the sale of the Mortgaged Property pursuant to the Mortgage, and/or (c) the enforcement and/or foreclosure of the Mortgage. While the amount of indebtedness secured hereby may be limited by this paragraph, the Mortgage secures all of the Obligations and shall not be released or reconveyed until all Obligations have been fully and finally repaid and all obligations of Bank to make further advances secured by the Mortgage have been terminated.

**Revolving Loan.** The Mortgage is given to secure a revolving credit facility and secures not only present indebtedness, but also such future advances as are made by Bank pursuant to the Loan Documents, whether such future advances are obligatory or are to be made at the option of Bank, within twenty (20) years following the date hereof. Nothing herein shall be construed as meaning that such revolving indebtedness has a term of twenty (20) years. The amount of revolving indebtedness secured hereby may increase or decrease from time to time, however, the principal amount of such revolving indebtedness shall not at any one time exceed the amount of \$50,000.00 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents.

**Compliance with Laws & Restrictions.** All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

**Fees and Expenses.** Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

**Effectiveness of Prior Document.** Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby recommitted as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

**Amended Note Controls.** In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Note and any such related loan agreement shall control.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

**Receipt of Copy.** Mortgagor hereby acknowledges the receipt of a copy of the Amendment to Mortgage together with a copy of each promissory note secured hereby.

# UNOFFICIAL COPY

**Electronic Records.** Bank may, on behalf of Mortgagor, create a microfilm or optical disk or other electronic image of the Amendment. Bank may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

**Authorization.** Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Mortgagor and have been duly authorized by all necessary organizational action.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.**

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of April 30, 2019.

MORTGAGOR:

*Rachel L. Kelly*  
Name: Rachel L Kelly

BANK:

U.S. Bank National Association

By: *Chris Thompson*  
Name and Title: Chris Thompson, Officer

MORTGAGOR ADDRESS: 818 Camino Atalaya, Santa Fe, NM 87505

BANK ADDRESS: 555 SW Oak, Portland, OR 97204

### MORTGAGOR NOTARIZATION

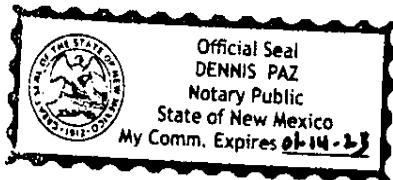
STATE OF New Mexico

COUNTY OF Santa Fe ) ss.

This instrument was acknowledged before me on May 23<sup>rd</sup> 2019, by Rachel L. Kelly.

(Notarial Seal)

*Dennis Paz*  
Printed Name: Dennis Paz  
Notary Public, State of: NEW MEXICO  
My commission expires: 01-14-2023



# UNOFFICIAL COPY

## BANK NOTARIZATION

STATE OF New Mexico  
COUNTY OF Bernalillo ) ss.

This instrument was acknowledged before me on May 28, 2019, by Chris Thompson, as Officer of U.S. Bank National Association.



OFFICIAL SEAL  
MARI C. SANDOVAL  
NOTARY PUBLIC STATE OF NEW MEXICO

Mari C Sandoval  
Printed Name: MARI C SANDOVAL  
Notary Public, State of: New Mexico  
My commission expires: 10/30/2021

My commission expires 10/30/21

This instrument was drafted by Chris Thompson on behalf of U.S. Bank National Association, whose address is set forth in the "return to" paragraph immediately following this paragraph.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 5308, Portland, OR 97228-5308.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: Rachel L. Kelly

Bank: U.S. Bank National Association

Legal Description of Land:

LOTS 58 AND 59 IN BLOCK 1 IN NORTH BRANCH DISTILLING COMPANY'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 15 AND SUBDIVISION OF BLOCK 5 OF THE EAST 1/2 OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Also known as: 2265 2269 N Clybourn Ave, Chicago, Illinois

14-52-01-053

Property of Cook County Clerk's Office