

This Instrument prepared by and mail to

Daniel E. Fajerstein 513 Chicago Avenue Evanston, Illinois 60202 Doc#. 1918949012 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 07/08/2019 09:48 AM Pg: 1 of 4

Above Space for Recorder's Use Only

### **MODIFICATION OF NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 24<sup>th</sup> day of June, 2019 by and between **FIRST MIDWEST BANK**, as trustee under the provisions of a trust agreement dated the 16<sup>th</sup> day of October, 2017 (the "Borrower" and "Mortgagor") and CAPITAL FOR BIZ LLC (the "Lender" and "Mortgagee") with reference to the following facts: \*\*WINDOW ASTIUST NO 22283

WHEREAS, By that certain Mortgage dated April 17, 2019, made by and between FIRST MIDWEST BANK, as trustee under the provisions of a trust agreement dated the 16th day of October, 2017, as Borrower and as Mortgagor, and CAPITAL FOR BIZ LLC, as Lender and as Mortgagore recorded May 2, 2019 as Document 1912242069 in the Official Records of Cook County, Illinois, FIRST MIDWEST BANK, as trustee under the provisions of a trust agreement dated the 16th day of October, 2017, mortgaged to Lender / Mortgagee the property, located in Cook County, Illinois commonly known as 8711 W. Bryn Mawr Avenue. Unit 209, Chicago, Illinois 60631, as legally described in the Mortgage. The Mortgage secures, among other things, a promissory note in the original principal amount of TWENTY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR and 44/100 DOLLARS (\$22,964.44) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of January, 2019;

**WHEREAS,** Borrower and Mortgagor desire to borrow an additional \$20,000.00 from Mortgagor and

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WHEREAS, Lender and Mortgagee desire to lean an additional \$20,000.00 to Mortgagor:

NOW THEREFORE, the Mortgage recorded May 2, 2019 as Document 1912242069 in the Official Records of Cook County, Illinois shall be modified as follows:

- A. The balance due and owing as of June 24, 2019 is \$21,082.20. This balance shall be increased by an additional loan of \$20,000.00 to \$40,186.83.
- B. The new payment of \$1,000.00 per month will begin on July 1, 2019. All payments shall be in accordance with the attached amortization schedule with a final payment of principal and interest due in the amount of \$1,271.95 on February 1, 2023.
- C. Except as modified and amended by this Modification, the Original Note, the Mortgage and any instruments, documents or agreements recorded by or incorporated in the Morgage are combined and ratified. None of the rights of the Lender under the Original Note or the Mortgage are or shall be deemed to be prejudiced by reason of this Modification. Except as provided in this Modification, n an Control this Modification shall not affect the inen and charge of the Mortgage upon the property covered thereto.

Executed the year and date first above written.

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STATE OF
COUNTY OF WILL ) ss.
I, the undersigned, a Notary Public, in and for the County and State aforesaid DO HEREBY CERTIFY, that Rosa Arias Angeles as Authorized Signer
andasauthorized Signer of FIRST MIDWES1
and <u>Peggy A Repair</u> as <u>Authorized Signer</u> of FIRST MIDWEST BANK, as trustee under the provisions of a trust agreement dated the 16 <sup>th</sup> day o
October, 2017, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowler'god that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes there in set forth.  Given under my hand and official seal this
2019.
OFFICIAL SEAL VALERIE POWELL NOTARY PUBLIC - STATE OF ILLINO'S MY COMMISSION EXPIRES:12/07/22  EXHIBIT "A"

#### LEGAL DESCRIPTION

PARCEL 1: UNIT NO 209 IN 8711 W SRYN MAWR CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE IN THAT PART OF LOTS 16 TO 20, BOTH INCLUSIVE, AND LOTS 42 TO 45, BOTH INCLUSIVE, IN CHICAGO'S FOREST PIDGE ESTATES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW A HORIZONTAL PLANE OF 121.12 FEET ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS, WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 30, 2002 AS DOCUMENT NUMBER 0020610405, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN SAID DECLARATION.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS KNOWN AS STORAGE SPACE B34 AND PARKING B34, B22, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 0020610405.

**Property Index Number:** 

12-11-104-032-1009

**Property Commonly Known As:** 

8711 W. Bryn Mawr Avenue, Unit 209,

Chicago, Illinois 60631

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## **UNOFFICIAL COPY**

LENDER AND MORTGAGEE:

**CAPITAL FOR BIZ LLC** 

By: Tomus Dillanjian	
Its. Manager	
STATE OF ILLINOIS )	
STATE OF <u>ILLINOIS</u> ) COUNTY OF <u>VOK</u> )	
I, the undersigned a notary public in and for said County,	
do hereby certify that CCMETAS DILANJIAN, as Manager of personally known to me to be the same person whose name	f Capital for Biz LLC,
foregoing instrument, appeared before me this day in person, a	and acknowledged that
he signed, sealed and delivered the said instrument as his free a	ind voluntary act for the
uses and purposes therein set forth, including the release and homestead.	I waiver of the right of
Given under my hand and notarial seal this about day of June	, 2019.

"OFFICIAL SEAL" MARIA LYNNETTE A. SAMANIEGO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/25/2021

Notary Public

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under Trust No. 22283, in the exercise of the power and authority conferred upon and vested in it as such All the terms, provisions, Trustee. stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

	FIRST MIDWEST FANK, as trustee under the provisions of a trust agreement dated the 16 h day of October, 2017 Known as trust NO 22283 and no personally
Зу:	Am an an
ts:	Authorized Signer
Зу:	Rigoya. Lega
ts:	Authorized Signer
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