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Doc#: 1922513037 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/13/2019 09:25 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Byline Bank formerly known as
North Community Bank, an
Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank formerly known as
North Community Bank, an
Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Services
Byline Bank formerly known as North Community Bank, an Illinois banking corporation
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 13, 2019, is made and executed between Chicago Best Housing LLC, a limited liability company, whose address is 4210 W. Montrose Ave., Chicago, IL 60641 (referred to below as "Grantor") and Byline Bank formerly known as North Community Bank, an Illinois banking corporation, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 13, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 14, 2011, as Document No. 1116534039, Assignment of Rents dated June 13, 2011, Recorded June 14, 2011 as Document No. 1116534040, and a Modification of Mortgage dated June 13, 2014, Recorded on August 20, 2014 as Document No. 1423247121.

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

LOT 32 IN BLOCK 18 IN THE SUBDIVISION MADE BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PART OF SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8837 S. Saginaw Avenue, Chicago, IL 60617. The Real Property tax identification number is 26-06-113-008-000.

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

This Modification of Mortgage reflects that the following paragraph is hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:

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MODIFICATION OF MORTGAGE (Continued)

Page 2

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OR REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

The paragraph titled "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Lender. The word "Lender" means Byline Bank formerly known as North Community Bank, an Illinois banking corporation, whose address is 180 N. LaSalle St., Chicago, IL 60601.

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

NOTE. The word "Note" means the promissory note dated June 13, 2019, in the original principal amount of \$25,303.93 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.000% based on a year of 360 days. The note is payable in 35 monthly payments of \$770.89 and a final estimated payment of \$770.71.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Borrower, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Borrowers as they become due. Lender shall have the right to draw upon the reserve funds 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 Note 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. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. 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. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Borrower, and the Lender is not Borrower's agent for payment of the taxes and assessments

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MODIFICATION OF MORTGAGE (Continued)

required to be paid by Borrower. If a security interest is also being granted to Lender in any real estate on which the Collateral is situated, then any provision relating to escrow or reserve accounts in the mortgage, deed of trust, or other real estate security instrument granting such interest has priority over this provision.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 13, 2019.


GRANTOR:

CHICAGO BEST HOUSING LLC

By: 
Vincenzo A. Cataldo, Manager of Chicago Best Housing LLC

LENDER:

BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION

x 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

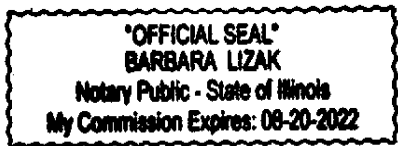
STATE OF ILL)
) SS
 COUNTY OF COOK)

On this 20TH day of JUNE, 2019 before me, the undersigned Notary Public, personally appeared **Vincenzo A. Cataldo, Manager of Chicago Best Housing LLC**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *Barbara Lizak* Residing at 379 S. River Rd. Des Plaines, IL 60018

Notary Public in and for the State of ILL

My commission expires 8-20-2022



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 25th day of June, 2019 before me, the undersigned Notary Public, personally appeared RUBEN FONSECA and known to me to be the LOAN OFFICER, authorized agent for Byline Bank formerly known as North Community Bank, an Illinois banking corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank formerly known as North Community Bank, an Illinois banking corporation, duly authorized by Byline Bank formerly known as North Community Bank, an Illinois banking corporation 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 Byline Bank formerly known as North Community Bank, an Illinois banking corporation.

By Leticia Victor Residing at 180 N. LA SALLE ST.
CHICAGO IL 60601
 Notary Public in and for the State of ILLINOIS

My commission expires 10/13/21

