

# UNOFFICIAL COPY

Doc#. 1923246089 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/20/2019 10:32 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

Byline Bank formerly known as  
North Community Bank, an  
Illinois banking corporation,  
successor by merger with  
Metrobank, successor by  
merger with Metropolitan Bank  
and Trust Company  
Corporate Headquarters  
180 N. LaSalle St.  
Chicago, IL 60601

**WHEN RECORDED MAIL TO:**

Byline Bank  
C/O Post Closing Department  
180 N. LaSalle St., Ste 400  
Chicago, IL 60601

**SEND TAX NOTICES TO:**

Freddy Vigil  
17W181 Rodeck Ln.  
Bensenville, IL 60106

**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, successor by  
merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company  
180 N. LaSalle St.  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 12, 2019, is made and executed between Freddy Vigil, a married person, whose address is 17W181 Rodeck Ln., Bensenville, IL 60106 (referred to below as "Grantor") and Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company, 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 December 12, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded December 19, 2006 as Document No. 0635342084.**

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

Parcel 1: Lots 28 and 29 in Strayhorn's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 30 and 31 in Strayhorn's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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## MODIFICATION OF MORTGAGE (Continued)

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The Real Property or its address is commonly known as 4146-50 W. Division St., Chicago, IL 60651. The Real Property tax identification number is 16-03-234-023-0000, 16-03-234-024-0000, 16-03-234-025-0000.

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

This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and is made a part thereof:

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and is made a part thereof:

**TAXES 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 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.

The paragraph entitled "Lender" in the Mortgage 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, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company, its successors and assigns.

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

**Note.** The word "Note" means the promissory note dated June 12, 2019, in the original principal amount of \$426,444.60 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. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$3,254.50 each and one irregular last payment estimated at \$353,461.65. Grantor's first payment is due July 12, 2019 and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on June 12, 2024 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

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


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(Continued)**

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**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.


**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 12, 2019.**

GRANTOR:

X   
Freddy Vigil

LENDER:

**BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION, SUCCESSOR BY MERGER WITH METROBANK, SUCCESSOR BY MERGER WITH METROPOLITAN BANK AND TRUST COMPANY**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

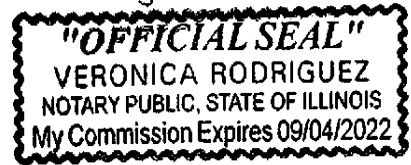
On this day before me, the undersigned Notary Public, personally appeared **Freddy Vigil**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7<sup>TH</sup> day of AUGUST, 2019.

By Veronica Rodriguez Residing at 4970 S Archer Ave  
Chicago IL 60632

Notary Public in and for the State of Illinois

My commission expires 9-04-2022



COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 7<sup>th</sup> day of AUGUST, 2019 before me, the undersigned Notary Public, personally appeared STEVE SEESEYAK and known to me to be the VICE PRESIDENT, authorized agent for Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company 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, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company, duly authorized by Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company 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, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company.

By Veronica Rodriguez Residing at 4970 S. Archer Ave. Chicago IL 60632  
 Notary Public in and for the State of Illinois

My commission expires 9-04-2022

