

# UNOFFICIAL COPY

Doc#: 1923808442 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/26/2019 12:51 PM Pg: 1 of 4

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

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Services  
Byline Bank  
180 N. LaSalle St, 4th Floor  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 12, 2019, is made and executed between George James Pappas, whose address is 2418 W. Greenleaf Ave., Apt. 2, Chicago, IL 60645 (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 September 30, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 07, 2009 as Document Number 0928031080.

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

UNIT NUMBER ONE IN THE 7711 NORTH MARSHFIELD CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL TRACT OF LAND:

LOT 10 IN BLOCK 5 IN GUNDERSON'S NORTH BIRCHWOOD SUBDIVISION RECORDED AS DOCUMENT NUMBER 5180393 OF BLOCKS 4 TO 17 INCLUSIVE OF DAVID P. O'LEARY'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD), IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0401534070; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7711 N Marshfield Ave. Apt. 1, Chicago, IL 60626.  
The Real Property tax identification number is 11-30-217-020-1001.

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

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## MODIFICATION OF MORTGAGE (Continued)

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

The "Lender" in the Mortgage is hereby deleted and replaced with the following: Byline Bank, an Illinois State Chartered Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601, formerly known as North Community Bank, an Illinois banking corporation Corporate Headquarters

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

**Maximum Lien.** At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,025,000.00.

**Credit Agreement.** The words "Credit Agreement" means the credit agreement dated September 30, 2009, with a credit limit of **\$25,000.00** 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 Credit Agreement is a variable interest rate based upon an index. The index currently is 5.50% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be less than 3.00% per annum or more than the lesser of 18% per annum or the maximum allowed by applicable law.

**NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

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.

**SUBORDINATE FINANCING.** The Borrower will not be allowed to place any other mortgage, lien, or encumbrance on the subject property without the Bank's prior approval.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 12, 2019.**

GRANTOR:

x George Pappas  
George James Pappas

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

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

x Podruch A Demak  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

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) SS  
)



On this day before me, the undersigned Notary Public, personally appeared George James Pappas, 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 12<sup>th</sup> day of July, 2019.

By Samuel M. Garfinkel Residing at 9412 Koster SKokie IL 60076

Notary Public in and for the State of Illinois

My commission expires 09/25/2021

Samuel M. Garfinkel

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

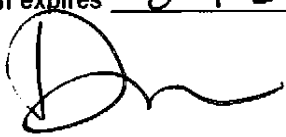
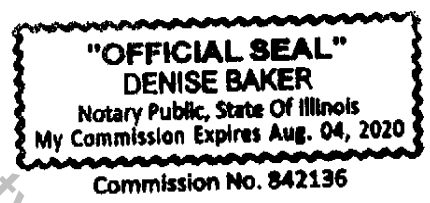
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 12th day of July, 2019 before me, the undersigned Notary Public, personally appeared Patricia A Tynsk and known to me to be the AVP/Consumer Underwriting Mgr, 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 Denise Baker Residing at 3322 Oak Park Ave

Notary Public in and for the State of Illinois

My commission expires 8-4-20

Cook County Clerk's Office