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RECORDATION REQUESTED BY:

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



Doc# 1924216031 Fee \$88.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 08/30/2019 12:18 PM PG: 1 OF 5

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

and not individually

THIS MODIFICATION OF MORTGAGE dated May 15, 2019, is made and executed between Parkway Bank and Trust Company, as successor to Jefferson State Bank, as Trustee under Trust Agreement dated October 7th, 1996 and known as Trust Number 2031, whose address is 5301 West Lawrence Avenue, Chicago, IL 60630 (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 April 21, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 5, 1999 as Document No. 99432027, an Assignment of Rents recorded May 5, 1999 as Document No. 99432028, a Modification of Mortgage dated May 1, 2004 recorded June 18, 2004 as Document No. 0417045160, and Modification of Mortgage dated February 24, 2010 recorded January 21, 2010 as Document No. 1001939032.

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

UNIT NUMBERS 102, 204, 205, 207, 208, 210, 211, 218, 221, 222, 224, 302, 305, 306, 308, 309, 312, 315, 316, 317, 318, 406, 407, 408, 409, 410, 411, 412, 503, 508, 509, AND 517 IN THE PRINCETON HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 3 AND THE NORTH 15 FEET OF LOT 4 IN BLOCK 19 IN COCHRAN'S SECOND ADDITION TO EDGEWATER BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 1320 FEET OF THE SOUTH 1913 FEET THEREOF AND THE RIGHT OF WAY OF THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD) IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS

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INT 7/10/19

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(Continued)**

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ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25271247, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

The Real Property or its address is commonly known as 5920 N. Kenmore Avenue, Chicago, IL 60660. The Real Property tax identification number is 14-05-401-041-1001, 14-05-401-041-1006, 14-05-401-041-1007, 14-05-401-041-1009, 14-05-401-041-1010, 14-05-401-041-1012, 14-05-401-041-1013, 14-05-401-041-1019, 14-05-401-041-1022, 14-05-401-041-1023, 14-05-401-041-1025, 14-05-401-041-1027, 14-05-401-041-1030, 14-05-401-041-1031, 14-05-401-041-1033, 14-05-401-041-1034, 14-05-401-041-1037, 14-05-401-041-1039, 14-05-401-041-1040, 14-05-401-041-1041, 14-05-401-041-1042, 14-05-401-041-1055, 14-05-401-041-1056, 14-05-401-041-1057, 14-05-401-041-1058, 14-05-401-041-1059, 14-05-401-041-1060, 14-05-401-041-1061, 14-05-401-041-1076, 14-05-401-041-1081, 14-05-401-041-1082, 14-05-401-041-1089.

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

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

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

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

The paragraph titled "Due on Sale" is hereby added to the Mortgage and Assignment of Rents and made a part thereof:

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's options, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

The paragraph titled "Waiver of Right of Redemption" is hereby added to the Mortgage and Assignment of Rents and 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.

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 May 15, 2019, in the original principal amount of \$1,083,724.12 from Borrower 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 5.750% 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 \$7,662.05 each and one irregular last payment estimated at \$925,310.02. Grantor's first payment is due June 15, 2019, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on May 15, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and

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(Continued)**

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interest.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 15, 2019.

GRANTOR:

PARKWAY BANK AND TRUST COMPANY, AS SUCCESSOR TO
JEFFERSON STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT
DATED OCTOBER 7TH, 1996 AND KNOWN AS TRUST NUMBER 2031

and not individually;

PARKWAY BANK AND TRUST COMPANY, AS SUCCESSOR TO
JEFFERSON STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT
DATED OCTOBER 7TH, 1996 AND KNOWN AS TRUST NUMBER 2031,
not personally but as Trustee under that certain trust agreement dated
10-07-1996 and known as Parkway Bank and Trust Company, as
successor to Jefferson State Bank, as Trustee under Trust Agreement
dated October 7th, 1996 and known as Trust Number 2031. and not individually;

By:

[Signature] AUPOTD

Authorized Signer for Parkway Bank and Trust Company, as
successor to Jefferson State Bank, as Trustee under Trust
Agreement dated October 7th, 1996 and known as Trust
Number 2031

and not individually

This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co is hereby expressly waived by the parties hereto and their respective successors and assigns.

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The Beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, as Trustee

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

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

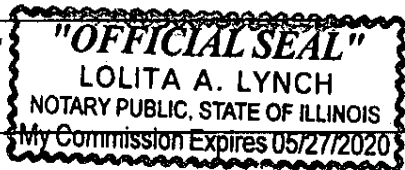
X [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18th day of JUNE, 2019 before me, the undersigned Notary Public, personally appeared DAWN KUBOSKI, A/P 87-0 of Parkway Bank and Trust Company, as successor to Jefferson State Bank, as Trustee under Trust Agreement dated October 7th, 1996 and known as Trust Number 2031, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By [Signature] Residing at PARKWAY BANK & TRUST CO.
TRUST DEPT.
Notary Public in and for the State of ILLINOIS 4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL 60706
My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

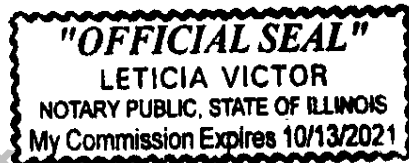
COUNTY OF COOK)

On this 24th day of JUNE, 2019 before me, the undersigned Notary Public, personally appeared _____ 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. LASSALLE ST. CHICAGO IL

Notary Public in and for the State of ILLINOIS

My commission expires 10/13/21



County Clerk's Office