

# UNOFFICIAL COPY

Doc#. 1925946513 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 09/16/2019 01:36 PM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

Fifth Third Bank  
Attn: Post Closing  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546

**WHEN RECORDED MAIL TO:**

Fifth Third Bank  
Attn: Post Closing  
1850 East Paris Avenue SE  
Grand Rapids, MI 49546

**SEND TAX NOTICES TO:**

Fifth Third Bank  
Attn: Escrow Processing,  
MD1MOCB7  
5050 Kingsley Drive  
Cincinnati, OH 45227

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Odaliz Lispier, Middle Office/Loan Doc. Specialist III  
Fifth Third Bank  
222 South Riverside Plaza  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 26, 2019, is made and executed between Noel Buczkowski, not personally but as Trustee on behalf of The Richard S. Wilczek Marital Trust dated September 30, 2009, whose address is 4831 S. Whipple St. , Chicago, IL 60632 (referred to below as "Grantor") and Fifth Third Bank, whose address is 222 South Riverside Plaza, Chicago, IL 60606 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 9, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of June 9, 2014, recorded on September 10, 2014 as Document No. 1425346001, recorded at the Cook County Recorder of Deeds, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 10, 2014 as Document No. 1425346002.

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1032 FEET EAST OF THE WEST LINE AND 217 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SETION 12 AFORESAID; THENCE NORTHEASTERLY IN A STRAIGHT LINE FORMING ANGLE OF 20 DEGREES 29 1/2 MINUTES TO THE NORTH WITH A LINE PARALLEL TO AND 217 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF

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## MODIFICATION OF MORTGAGE (Continued)

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THE NORTHWEST 1/4 OF SECTION 12 AFORESAID A DISTANCE OF 127.56 FEET THENCE NORTHEASTERLY ON CURVED LINE CONVEX TO THE SOUTHEAST TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 378.06 FEET A DISTANCE OF 53.88 FEET; THENCE CONTINUING NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST TANGENT TO LAST DESCRIBED CURVED LINE AND HAVING RADIUS OF 241 FEET A DISTANCE OF 49.53 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 312 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 12 AFORESAID, THENCE WEST ON LAST MENTIONED PARALLEL LINE A DISTANCE OF 242.08 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 999 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTH ON LAST MENTIONED PARALLEL LINE 62 FEET TO A POINT 250 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12 AFORESAID; THENCE SOUTHEASTERLY A DISTANCE OF 46.66 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4831 South Whipple Street, Chicago, IL 60632. The Real Property tax identification number is 19-12-100-014-0000.

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

**The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated August 26, 2019 in the current principal amount of \$750,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.**

**Successor in Interest.** MB Financial Bank, N.A. successor in interest to American Chartered Bank, merged with and into Fifth Third Bank on May 3, 2019, with Fifth Third Bank as the surviving bank. As a result of such merger, Fifth Third Bank became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

**The paragraph titled "MAXIMUM LIEN" set forth in the Mortgage is amended as follows:**

**At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,500,000.00..**

**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 endorser 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.

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## MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 26, 2019.

GRANTOR:

THE RICHARD S. WILCZEK MARITAL TRUST DATED SEPTEMBER 30, 2009

By: Noel Buczkowski  
Noel Buczkowski, Trustee of The Richard S. Wilczek Marital Trust dated September 30, 2009

LENDER:

FIFTH THIRD BANK

x Crane Serrin  
Authorized Signer

PROPERTY of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 4<sup>TH</sup> day of SEPTEMBER, 2019 before me, the undersigned Notary Public, personally appeared Noel Buczkowski, Trustee of The Richard S. Wilczek Marital Trust dated September 30, 2009, 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 77 W. WASHINGTON #705  
CHICAGO IL 60607

Notary Public in and for the State of ILLINOIS

My commission expires 10/29/21



PROVIDED BY COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )



On this 4<sup>th</sup> day of September, 2021 before me, the undersigned Notary Public, personally appeared Cyrene S. Smith and known to me to be the Relationship Manager, authorized agent for Fifth Third Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Fifth Third Bank, duly authorized by Fifth Third Bank 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 Fifth Third Bank.

By Matthew Leone Residing at Tulay Park

Notary Public in and for the State of Illinois

My commission expires 4-8-22

PROPOSED COOK COUNTY CLERK'S OFFICE