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Doc#: 1926706003 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/24/2019 09:40 AM 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:

MRosario/CR#267717/OFF#23775
Fifth Third Bank
222 South Riverside Plaza
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 2, 2019, is made and executed between The Chicago Trust Company, N.A., as successor in interest for First Chicago Bank & Trust, u/a dated June 24, 2008 a/k/a trust no. 1217-B, whose address is ~~10/S. LaSalle Street, Suite 2750, Chicago, IL 60603~~ (referred to below as "Grantor") and Fifth Third Bank, whose address is 222 South Riverside Plaza, Chicago, IL 60606 (referred to below as "Lender"). * 10258 S. Western, Suite 201, Chicago, IL 60643

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 30, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of June 30, 2014, recorded on July 25, 2014 as document number 1420608037, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 25, 2014 as document number 1420608038.

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

LOTS 1 AND 2 IN BLOCK 55 IN THIRD ADDITION TO FRANKLIN PARK IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10201 Franklin Ave., Franklin Park, IL 60131. The Real Property tax identification number is 12-21-317-010-0000 & 12-21-317-011-0000.

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 July 2, 2019 in the current principal amount of \$204,292.87 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time

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MODIFICATION OF MORTGAGE (Continued)

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 **\$408,585.74**.

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.

SUCCESSOR IN INTEREST. MB Financial Bank, N.A., the 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., which was the successor in interest to American Chartered Bank, as Lender for all purposes hereof.

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 2, 2019.

GRANTOR:

THE CHICAGO TRUST COMPANY, N.A., AS SUCCESSOR IN INTEREST
FOR FIRST CHICAGO BANK & TRUST U/T/A DATED JUNE 24, 2003
A/K/A TRUST NO. 1217-B

By: Linda J. Pitrowski Linda J. Pitrowski
Land Trust Company Vice President & Trust Officer

LENDER:

FIFTH THIRD BANK

X _____
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, undertakings, representations, covenants, conditions and agreements herein made on the part of the Trustee are made by the Trustee, not the Trustee's personal liability, and the Trustee's personal liability is hereby released and waived. The Trustee is not liable for any loss or damage to the property described and has no right, title, interest, or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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MODIFICATION OF MORTGAGE (Continued)

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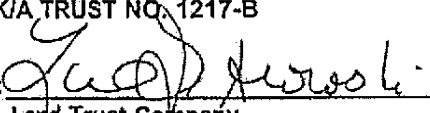
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.

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GRANTOR:

THE CHICAGO TRUST COMPANY, N.A., AS SUCCESSOR IN INTEREST
FOR FIRST CHICAGO BANK & TRUST U/T/A DATED JUNE 24, 2003
A/K/A TRUST NO. 1217-B

By:  Linda J. Pitrowski
Land Trust Company Vice President & Trust Officer

LENDER:

FIFTH THIRD BANK

X 
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for and on behalf of the Trustee in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no actual, constructive, or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the over of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

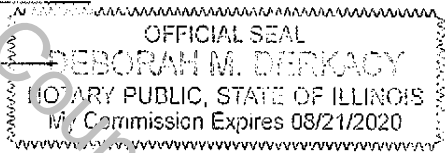
COUNTY OF Cook)

On this 11th day of September, 2019, before me, the undersigned Notary Public, personally appeared Land Trust Company, Linda J. Pitrowski, VP/TO of The Chicago Trust Company, N.A., as successor in interest for First Chicago Bank & Trust u/f/a dated June 24, 2008 a/k/a trust no. 1217-B, 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 10258 S. Western

Notary Public in and for the State of Illinois

My commission expires 8/21/2020



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

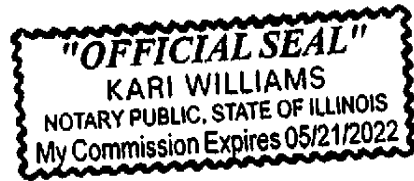
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 12 day of September, 2019 before me, the undersigned Notary Public, personally appeared James Allen and known to me to be the SVP Commercial Banking, 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 [Signature] Residing at 524 Mulberry Ct, South Elmhurst, IL

Notary Public in and for the State of Illinois

My commission expires 5-21-2022



PRODUCE OF COOK COUNTY Clerk's Office