

UNOFFICIAL COPY

Doc#. 1931146002 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/07/2019 09:44 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

**BMO Harris Bank N.A.
Attn: Collateral Fulfillment
P.O. Box 2058
Milwaukee WI 53201**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Robyn Gerlach, Loan Administrator
BMO Harris Bank N.A.
111 W Monroe Street
Chicago, IL 60603-4095**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 25, 2019, is made and executed between Thanh Minh Nguyen and Vivian Thuvang Tran as joint tenants, whose address is 4627 N Clark St, Chicago, IL 60640 (referred to below as "Grantor") and BMO Harris Bank N.A., whose address is 111 W Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 14, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on November 8, 2005 as Document #0531235080 in the Cook County Recorder's Office, as may be subsequently modified from time to time

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

THE NORTH 1/2 OF LOT 336 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE PART OF THE WEST 1/2 OF SAID NORTHWEST 1/4 SECTION WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4627 North Clark Street, Chicago, IL 60640. The Real Property tax identification number is 14-17-107-012-0000.

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

This Modification of Mortgage reflects the following:

(1) 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 the amount of \$570,000.00; and

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

(2) the following paragraphs is/are hereby added to the Mortgage:

Cross-Collateralization (all obligations)

In addition to the Note, this Mortgage secures all obligations, debts and liabilities of Borrower, plus Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

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.

FLOOD INSURANCE. Notwithstanding requirements in the "Maintenance of Insurance" provision, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain federal or private flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 25, 2019.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

GRANTOR:

X *[Signature]*
Thanh Minh Nguyen

X *[Signature]*
Vivian Thuvang Tran

LENDER:

BMO HARRIS BANK N.A.

X *[Signature]*
Authorized Signer Teresa Willis

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared Thanh Minh Nguyen and Vivian Thuvang Tran, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of October, 2019

By *[Signature]* Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 3/3/20



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook.) SS
)

On this 2nd day of October, 2019 before me, the undersigned Notary Public, personally appeared Thanh Nguyen and known to me to be the _____, authorized agent for **BMO Harris Bank N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BMO Harris Bank N.A.**, duly authorized by **BMO Harris Bank N.A.** 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 **BMO Harris Bank N.A.**

By Teresa Willis Residing at Chicago IL

Notary Public in and for the State of IL

My commission expires 3/3/20



Cook County Clerk's Office