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Doc#. 1934515004 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/11/2019 10:21 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
Byline Bank, an Illinois State
Chartered Bank, as successor
in interest to Community Bank
of Oak Park River Forest
180 N. LaSalle Street
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 September 1, 2019, is made and executed between Kathleen A. Hearlston Clark, not personally but as Trustees on behalf of John & Kathleen Clark Family Revocable Trust u/a/d November 11, 2014, whose address is 907 South Blvd. Apt 5, Oak Park, IL 60302-2864 (referred to below as "Grantor") and Byline Bank, whose address is Byline Bank, an Illinois State Chartered Bank, as successor in interest to Community Bank of Oak Park River Forest, 180 N. LaSalle Street, Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 25, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 01, 1999 as Document Number 99931943.

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

PARCEL 1:

THE SOUTH 21.37 FEET OF THE NORTH 122.38 FEET OF LOT 34 AND THE WEST 10 FEET OF LOT 35, ALSO THE WEST 20 FEET OF THE SOUTH 24.77 FEET OF LOT 34 AFORESAID ALL IN THE RESUBDIVISION OF LOTS 1 TO 11 INCLUSIVE IN GEORGE SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION DATED JULY 13, 1995 AS RECORDED JULY 18, 1995 AS DOCUMENT 95465052

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MODIFICATION OF MORTGAGE (Continued)

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The Real Property or its address is commonly known as 907 South Blvd. Apt 5, Oak Park, IL 60302-2864. The Real Property tax identification number is 16-07-304-307-0000.

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 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, as successor in interest to Community Bank of Oak Park River Forest

Credit Agreement. The words "Credit Agreement" means the credit agreement dated September 25, 1999 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 5.25% 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 3.25% 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 an 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 SEPTEMBER 1, 2019.

GRANTOR:

JOHN & KATHLEEN CLARK FAMILY REVOCABLE TRUST

By: Kathleen Clark A/K/A Kathleen A. Hearlston Clark
Kathleen Clark A/K/A Kathleen A. Hearlston Clark

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

BYLINE BANK

X [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 30th day of October, 2019 before me, the undersigned Notary Public, personally appeared Kathleen Clark A/K/A Kathleen A. Hearlston Clark, trustee of John & Kathleen Clark Family Revocable Trust, 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 Michael Starrick Residing at River Forest

Notary Public in and for the State of Illinois

My commission expires 9.2.22



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of October, 2019 before me, the undersigned Notary Public, personally appeared Richard R. Edmund and known to me to be the insid mco, authorized agent for Byline Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank, duly authorized by Byline 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 Byline Bank.

By [Signature] Residing at River Forest

Notary Public in and for the State of Illinois

My commission expires 9.2.22



Cook County Clerk's Office