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Doc#: 2000845037 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/08/2020 10:03 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

SEND TAX NOTICES TO:

Nicholas Yassan Trust dated
February 23, 2009
4428 N. Paulina St.
Chicago, IL 600640

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

THIS MODIFICATION OF MORTGAGE dated November 20, 2019, is made and executed between Nicholas Yassan, Trustee of the Nicholas Yassan Trust dated February 23, 2009, and its successors and assigns forever, whose address is 4428 N. Paulina St., Chicago, IL 600640 (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 November 20, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 29, 2014 as Document No. 1436322047 and an Assignment of Rents dated November 20, 2014, Recorded December 29, 2014 as Document No. 1436322048.

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

LOT 5 IN BUENA PARK SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF LOT 16, SOUTH OF THE NORTHWESTERLY 1.735 CHAINS THEREOF AND OF THE NORTH 1/2 OF LOT 15 IN HUNDLEY'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 928 W. Cullom Ave, Chicago, IL 60613. The Real Property tax identification number is 14-17-406-007-0000.

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

1. The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

with the following:

Note. The word "Note" means the promissory note dated November 20, 2019, in the original principal amount of \$700,265.93 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 Note is 4.250% 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 \$4,359.37 each and one irregular last payment estimated at \$581,504.89. Grantor's first payment is due December 20, 2019, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on November 20, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

2. The following paragraph is hereby added to the Mortgage and Assignment of Rents:

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OR REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

3. Lender. The word "Lender" means Bynline Bank, formerly known as North Community Bank, an Illinois banking corporation.

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 NOVEMBER 20, 2019.

GRANTOR:

NICHOLAS YASSAN TRUST DATED FEBRUARY 23, 2009

By: 

Nicholas Yassan, Trustee of Nicholas Yassan Trust dated
February 23, 2009

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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 IL)
) SS
COUNTY OF COOK)

On this 16th day of December, 2019 before me, the undersigned Notary Public, personally appeared **Nicholas Yassan, Trustee of Nicholas Yassan Trust dated February 23, 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 Dana Ceclan Residing at 1950 W. Montross

Notary Public in and for the State of IL

My commission expires 11/25/22



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 18th day of DECEMBER, 2019 before me, the undersigned Notary Public, personally appeared JASON MANGAWAN and known to me to be the ASSISTANT VICE PRESIDENT, 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 TEKELA MCKINNEY Residing at 3639 N. Broadway St.

Notary Public in and for the State of Illinois

My commission expires 8/6/2023

