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RECORDATION REQUESTED BY:

First Bank of Highland Park
Northbrook Office
633 Skokie Blvd.
Northbrook, IL 60062



Doc# 2001017095 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/10/2020 01:51 PM PG: 1 OF 4

WHEN RECORDED MAIL TO:

First Bank of Highland Park
Attn: Loan Operations
Department
633 Skokie Blvd
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST BANK OF HIGHLAND PARK
633 Skokie Blvd.
Northbrook, IL 60062

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 13, 2019, is made and executed between KENNETH MOTEW, whose address is 238 Walker Ave., Highland Park, IL 60035 and MICHAEL ZUCKER, whose address is 1813 SUNNYSIDE AVE., HIGHLAND PARK, IL 60035, as tenants in Common (referred to below as "Grantor") and First Bank of Highland Park, whose address is 633 Skokie Blvd., Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 14, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded in the office of the Recorder of Deeds of Cook County, Illinois on May 24, 2004 as document numbers 0414533206 and 0414533207, respectively.

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

UNIT 3736-G AND P-5 IN THE CLIFTON COURT CONDO AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 38 AND 39 IN BLOCK 1 IN BUCKINGHAM'S SECOND ADDITION TO LAKEVIEW, A SUBDIVISION OF ALL OF BLOCK 11 AND PARTS OF BLOCK 10 AND 12 (EXCEPT RAILROAD) OF LAFLIN, SMITH AND DYERS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0406545040 ("DECLARATION") TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3736 N. Clifton Ave., #G and P-5, Chicago, IL 60613. The Real Property tax identification number is 14-20-215-051-1008 and 14-20-215-051-1013.

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

- 1) The section entitled Maximum Lien is amended to read as follows: At no time shall the principal amount

IL1911742 1 of 1

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MODIFICATION OF MORTGAGE (Continued)

of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$958,400.00.

2) The definition Note is amended to read as follows: The word "Note" means the Promissory Note dated March 12, 2004, in the original principal amount of \$850,000.00 and a Change in Terms Agreement dated November 15, 2019 in the principal amount of \$479,200.00 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 Note is 4.250% based on a year of 360 days.

3) At maturity, Borrower will have four (4) - twelve (12) month automatic extension options provided that i) No continuing events of default, as defined in the Note and Related Documents, have occurred during the term of the Note, ii) Borrower has complied with the loan terms and iii) one upfront principal payment as listed with each extension, based on a 18 year amortization, Lender agrees to extend the Note for an additional 12 months to November 15, 2021 (the "first extended maturity"), November 15, 2022 (the "second extended maturity"), November 15, 2023 (the "third extended maturity") and November 15, 2024 (the "fourth extended maturity").

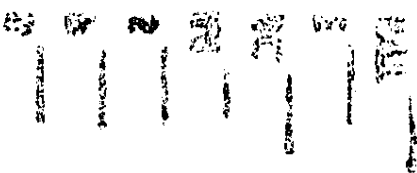
Borrower will pay 11 monthly interest payments during the first, second, third and fourth extension option if exercised, monthly payments during the first extension period, begin December 15, 2020, payments for the second extension will begin December 15, 2021, payments for the third extension will begin December 15, 2022 and payments for the fourth extension will begin December 15, 2023.

If the first extension option is not exercised, Borrower's final payment for all outstanding principal plus all accrued unpaid interest will be due on November 15, 2020; If the second extension option is not exercised, Borrower's final payment for all outstanding principal plus all accrued unpaid interest will be due on November 15, 2021; If the third extension option is not exercised, Borrower's final payment for all outstanding principal plus all accrued unpaid interest will be due on November 15, 2022; and If the fourth extension option is not exercised, Borrower's final payment for all outstanding principal plus all accrued unpaid interest will be due on November 15, 2023.

4) Add Property Tax Identification 14-20-215-051-1013, commonly known as Parking Space P-5.

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.

INDEBTEDNESS AND LIENS. Borrower covenants and agrees with Lender during the term of this Mortgage, including all renewals, extensions and modifications, Borrower shall not, without the prior written consent of Lender: (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Note, create, incur, or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

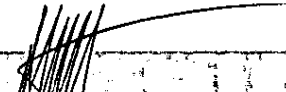


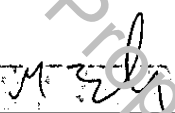
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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2019.

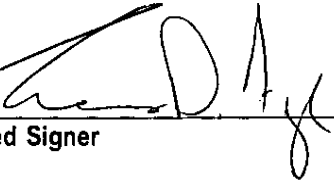
GRANTOR:

X 
KENNETH MOTEW

X 
MICHAEL ZUCKER

LENDER:

FIRST BANK OF HIGHLAND PARK

X 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Lake

)
) SS
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On this day before me, the undersigned Notary Public, personally appeared **KENNETH MOTEW** and **MICHAEL ZUCKER**, 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 20th day of December, 2019.

By  Residing at Round Lake Beach, IL

Notary Public in and for the State of Illinois

My commission expires 11/16/20



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 20th day of December, 2019 before me, the undersigned Notary Public, personally appeared Marcus D. Frya and known to me to be the Vice President, authorized agent for **First Bank of Highland Park** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank of Highland Park**, duly authorized by **First Bank of Highland Park** 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 **First Bank of Highland Park**.

By [Signature] Residing at Round Lake Beach, IL

Notary Public in and for the State of Illinois

My commission expires 11/16/20

