

# UNOFFICIAL COPY

Doc#: 2004955036 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/18/2020 09:21 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Byline Bank, an Illinois State  
Chartered Bank, as successor  
in interest to First Bank &  
Trust  
Corporate Headquarters  
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

**SEND TAX NOTICES TO:**

Martin L. Markrack  
1155 N. Dearborn # 1004  
Chicago, IL 60610-6540

**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 November 10, 2019, is made and executed between Martin L. Markrack, whose address is 1155 N. Dearborn # 1004, Chicago, IL 60610-6540 (referred to below as "Grantor") and Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust, whose address is 180 N. LaSalle Street, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 29, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 10, 2006 as Document No 0601004184 and modified by instrument recorded February 16, 2011 as Document No. 1104746085.

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

UNIT 1004, P-111 & P-112 IN THE DEARBORN-ELM CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 1/2 OF LOT 7 AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0021271326 AND AS AMENDED, 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 1155 N. Dearborn # 1004, Chicago, IL 60610-6540.

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## MODIFICATION OF MORTGAGE (Continued)

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The Real Property tax identification number is 17-04-407-016-1030.

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

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 First Bank & Trust.**

**Credit Agreement.** The words "Credit Agreement" means the credit agreement dated November 29, 2005 with a credit limit of \$100,000.00 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 4.25% 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.**

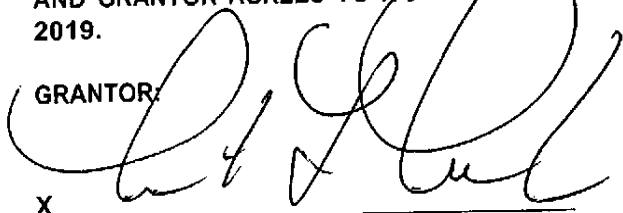
All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

**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 any initial extension or modification, but also to all such subsequent actions.

**SUBORDINATE FINANCING.** The Borrower will not be allowed to place any other mortgage, lien, or encumbrance on the subject property without the Bank's prior approval.

**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 10, 2019.**

GRANTOR:



X

Martin L. Markrack

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

BYLINE BANK, AN ILLINOIS STATE CHARTERED BANK, AS SUCCESSOR  
IN INTEREST TO FIRST BANK & TRUST

x Stephanie R. Murray  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

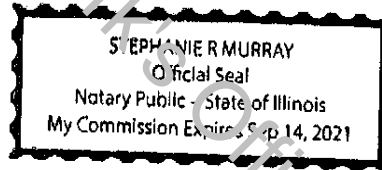
On this day before me, the undersigned Notary Public, personally appeared **Martin L. Markrack**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of December, 2019.

By Stephanie R. Murray Residing at Evanston, IL

Notary Public in and for the State of IL

My commission expires 9-14-2021



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 30 day of December, 2019 before me, the undersigned Notary Public, personally appeared S. Murray and known to me to be the Lender, authorized agent for Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust, duly authorized by Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust 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, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust.

By Andrew Tomson Aprin Residing at Evanston, IL

Notary Public in and for the State of IL

My commission expires 08-21-2023

