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Doc#. 2005846036 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 02/27/2020 09:36 AM Pg: 1 of 3

RECORDATION REQUESTED BY:
Fifth Third Bank, National
Association
a federally chartered institution
222 South Riverside Plaza
Chicago, IL 60606

WHEN RECORDED MAIL TO:
Fifth Third Bank, National
Association
Attn: Post Closing Exceptions,
MD ROPS56
1850 East Paris Avenue SE
Grand Rapids, MI 49546

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Robert J. Ex, ID #283807/CC #95832
Fifth Third Bank, National Association
222 South Riverside Plaza
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2020, is made and executed between David K. Bielawski, whose address is 16 N. Louis Street, Mt. Prospect, IL 60056 (referred to below as "Grantor") and Fifth Third Bank, National Association, whose address is 222 South Riverside Plaza, Chicago, IL 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage (the "Initial Mortgage") dated as of March 15, 2004, recorded on April 20, 2004 as document no. 0411147071, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 20, 2004 as document no. 0411147072.

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

LOT 17 IN BLOCK 4 IN BLUETT'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, AS DOCUMENT NO. 1464233, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 313 N. Elm Street, Mount Prospect, IL 60056. The Real Property tax identification number is 03-34-406-006-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated January 15, 2020 in the current principal amount of \$150,765.56 executed by Borrower payable to the order of Lender, as amended, supplemented,

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MODIFICATION OF MORTGAGE (Continued)

modified or replaced from time to time.

Successor in Interest. MB Financial Bank, N.A., successor in interest to American Chartered Bank, merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

The paragraph titled "MAXIMUM LIEN" set forth in the Mortgage is amended as follows:

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 \$301,531.00.

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 JANUARY 15, 2020.

GRANTOR:

x David K. Bielawski ✓
David K. Bielawski

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION
x [Signature] ✓
Authorized Signer

DeKalb County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

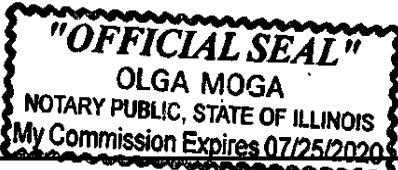
On this day before me, the undersigned Notary Public, personally appeared David K. Bielawski, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 24th day of January, 2020.

By [Signature] Residing at 15 E Prospect Ave
MT. Prospect, IL 60056

Notary Public in and for the State of Illinois

My commission expires 7/25/2020



LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for Fifth Third Bank, National Association that executed the within, and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Fifth Third Bank, National Association, duly authorized by Fifth Third Bank, National Association 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 Fifth Third Bank, National Association.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____