

# UNOFFICIAL COPY

Doc#. 2009307333 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 04/02/2020 10:50 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Byline Bank  
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:**

Chicago Title Land Trust  
Company, as Successor  
Trustee to LaSalle National  
Bank, as Trustee under a Trust  
Agreement dated May 12,  
1987 and known as Trust No.  
102419-09  
171 N. Clark St., Suite 575  
Chicago, IL 60601

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Services  
Byline Bank  
180 N. LaSalle St.  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 22, 2020, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated May 12, 1987 and known as Trust No. 102419-09, whose address is 171 N. Clark St., Suite 575, Chicago, IL 60601 (referred to below as "Grantor") and Byline Bank, 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 February 22, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 17, 2010 as Document No. 1007647066 and an Assignment of Rents dated February 22, 2010 Recorded March 17, 2010 as Document No. 1007647067.

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

The Northerly 1/2 of Lot 10 in Block 43 in Ogden's addition to Chicago in the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 764 N. Milwaukee Ave., Chicago, IL 60642. The Real Property tax identification number is 17-08-205-044-0000.

**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

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## MODIFICATION OF MORTGAGE (Continued)

**Mortgage and Assignment of Rents and is made a part thereof:**

An additional amount of \$20,487.45 has been advanced under the Note.

The paragraph entitled "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Lender.** The word "Lender" means Byline Bank formerly known as North Community Bank successor by merger with Plaza Bank.

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Note.** The word "Note" means the promissory note dated February 22, 2020, in the original principal amount of \$670,000.00 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 Note is 4.500% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 60 regular payments of \$4,253.03 each and one irregular last payment estimated at \$554,817.70. Borrower's first payment is due March 5, 2020, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 22, 2025 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

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 FEBRUARY 22, 2020.**

**GRANTOR:**



**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO  
LASALLE NATIONAL BANK, AS TRUSTEE UNDER A TRUST AGREEMENT  
DATED MAY 12, 1987 AND KNOWN AS TRUST NO. 102419-09**

By: Maurice Oarg 3/11/2020  
**Authorized Signer for Chicago Title Land Trust Company, as  
Successor Trustee to LaSalle National Bank, as Trustee under a  
Trust Agreement dated May 12, 1987 and known as Trust No.  
102419-09**

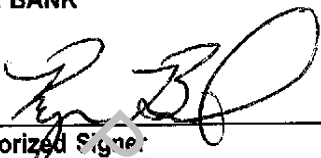
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

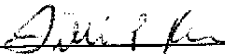
BYLINE BANK

X   
Authorized Signer

### TRUST ACKNOWLEDGMENT

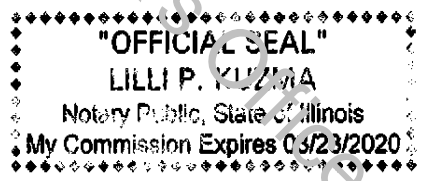
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 11th day of March, 2020 before me, the undersigned Notary Public, personally appeared MAUREEN FAIGE, Trust Officer of Chicago Title Land Trust Company, as Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated May 12, 1987 and known as Trust No. 102419-09, 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  Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 3/23/2020



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )



On this 11th day of March 2020 before me, the undersigned Notary Public, personally appeared Ryan L. Bird and known to me to be the V.P., 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 Nancy P Gordon Residing at \_\_\_\_\_  
 Notary Public in and for the State of IL  
 My commission expires 1-2-24

Cook County Clerk's Office