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Doc#. 2015557092 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 06/03/2020 09:42 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

SEND TAX NOTICES TO:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2020, is made and executed between Randall L. Amundsen, whose address is 229 Remington Drive, Saint Charles, IL 60175 (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 November 5, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated November 5, 2008 recorded as Document No. 0834046050 in Cook County Recorder of Deeds and an Assignment of Rents dated November 5, 2008 recorded as Document No. 0834046051 in Cook County Recorder of Deeds.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification, as if fully set forth herein.

The Real Property or its address is commonly known as 676 Cross Creek Drive W, Unit B1, Roselle, IL 60172. The Real Property tax identification number is 07-35-400-049-1205.

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 with the following:

Note. The word "Note" means the promissory note dated March 5, 2020, in the original principal amount of \$49,012.31 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 5.75% based on a year of 360 days. Payments on the Note are to be made in

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(Continued)**

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accordance with the following payment schedule: in 59 regular payments of \$409.24 each and one irregular last payment estimated at \$37,545.46. Grantor's first payment is due April 5, 2020, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on March 5, 2025, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

2. 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, an Illinois banking corporation, successor by merger with Northwest Community Bank, its successors and assigns.

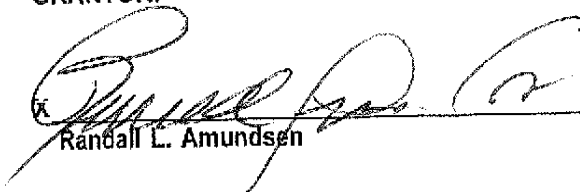
Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THE MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-160 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THE MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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 endorers 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 MARCH 5, 2020.

GRANTOR:


Randall L. Amundsen

LENDER:

BYLINE BANK

X _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this day before me, the undersigned Notary Public, personally appeared **Randall L. Amundsen**, 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 March, 2020.

By Denise A Dulmage Beran Residing at 575 S Randall Road
St Charles IL 60174

Notary Public in and for the State of Illinois

My commission expires August 2 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 **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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

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EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 07-35-400-049-1205

PARCEL 1: UNIT NO. 9-B-L, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF LOT 3 IN CROSS CREEK, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1979 AS DOCUMENT NO. 24835738 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT POINT 401.10 FEET NORTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 34.67 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 152.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 70.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 152.42 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS WEST, 70.33 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR CROSS CREEK CONDOMINIUMS BUILDING NO. 9, MADE BY KRSS DEVELOPMENT CORPORATION AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 27412385 AND AS AMENDED BY DOCUMENT NO. 27454872, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM SAID PARCEL, ALL OF THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY).

PARCEL 2: NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CROSS CREEK HOMEOWNER'S ASSOCIATION

This is not a title insurance policy, guarantee or opinion of title and should not be relied upon as such. This search is subject to the Conditions and Stipulations which are hereby incorporated by reference and made a part hereof.