

Doc#. 2016346383 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 06/11/2020 01:45 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

**WHEN RECORDED MAIL TO:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage and Assignment of Rents prepared by:

Credit Administration Department  
**MARQUETTE BANK**  
10000 West 151st Street  
Orland Park, IL 60462

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**MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS**

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated April 10, 2020, is made and executed between Patrick McLoughlin and Mary McLoughlin, as Joint Tenants as to Parcel 1, whose address is 5725 West 90th Street, Oak Lawn, IL 60453 and Patrick McLoughlin as to Parcel Numbers 3A, 3B, 3C and 3D whose address in 5725 West 90th Street, Oak Lawn, IL (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE AND ASSIGNMENT OF RENTS.** Lender and Grantor have entered into a Mortgage and Assignment of Rents dated September 10, 2011, as amended by a Modification of Mortgage dated December 10, 2012 and a Modification of Mortgage and Assignment of Rents dated December 10, 2016 (the "Mortgage and Assignment of Rents, Modification of Mortgage and Modification of Mortgage and Assignment of Rents") which were recorded in Cook County, State of Illinois, as follows:

**Mortgage recorded in the office of the Cook County Recorder of Deeds on October 27, 2011 as Document Number 1130040043.**

**Assignment of Rents recorded in the officer of the Cook County Recorder of Deeds on October 27, 2011 as Document Number 1130040044.**

**Modification of Mortgage recorded in the office of the Cook County Recorder of Deeds on January 4, 2013 as Document Number 1300404029.**

**Modification of Mortgage and Assignment of Rents recorded in the office of the Cook County Recorder of Deeds on December 29, 2016 as Document Number 1636433095.**

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

Parcel 1: Lot 35 in Block 17 in Frederick H. Bartlett's First Addition to Greater 79th Street Subdivision, being a Subdivision of South East quarter of South East quarter of Section 30, also the South West quarter of South West quarter and South East quarter of South West quarter of Section 29, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7719 Nagle Ave., Burbank, IL 60459  
PIN: 19-30-406-010-0000

Parcel 3A:

Unit numbers B1 and A3 in Lockwood Manor Condominium, as delineated on a plat of survey of the following described tract of land:

Lots 10, 11, 12, 13 and 14 and all of vacated 20 foot alley lying North of and adjacent to said Lots 10, 11, 12 13 and 14 in Block 28 in R. J. Finitzo and Company's West 79th Street Subdivision, being a Resubdivision of Blocks 24, 25 and part of Block 27 and all of Block 28 in Keystone Addition to Chicago, being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Which plat of survey is attached as Exhibit "D" to the Declaration of Condominium recorded October 10, 2006 as Document Number 0628322006, as amended from time to time; together with their undivided percentage interest in the common elements.

Parcel 3B:

The exclusive right to the use of garage space G-7, a limited common element, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Parcel 3C:

The exclusive right to the use of storage space S-5, S-6, limited common elements, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Parcel 3D:

The exclusive right to the use of parking space PB-1 and PA-3, limited common elements, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Commonly known as: 5258 W. 79th Street, Unit A3 and B1, Burbank, IL 60459  
PIN: 19-28-336-022-1006 and 19-28-336-022-1002

The Real Property or its address is commonly known as 7719 Nagle Avenue, Burbank, IL; 5258 W. 79th Street Units A3 and B1, Burbank, IL, Oak Lawn, IL. The Real Property tax identification number is 19-30-406-010-0000 (7719 Nagle), 19-28-336-022-1006 (5258 W 79th Unit A3) and 19-28-336-022-1002 (5258 W 79th Unit B1)

**TRANSFER.** Without the prior written consent of Lender, Borrowers have transferred title of the Real Property from Borrowers to Grantors (the "Transfer"). Despite the Transfer allegedly being an Event of Default under the Loan Documents, Lender is willing to waive the alleged Event of Default provided that: (i) the Borrowers execute this Modification and any other documents reasonable requested by Lender to effectuate the terms of this Modification; (ii) Lender is able to obtain and perfect a first lien position on the Real Property as security for the Note (as hereinafter defined); and (iii) Lender is able to obtain a date down endorsement of the existing mortgage loan policy of title insurance (as more particularly described below).

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

1. Borrowers transferred title to Grantors as referenced hereinabove. At the direction of Borrowers, Grantors shall execute and deliver to Lender this Modification.
2. Grantors shall be the grantor of the Mortgage and Assignment of Rents.

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3. This Modification supports the renewal of a Promissory Note in the amount of \$600,000.00 dated September 10, 2011 jointly and severally executed by Borrowers to Lender referenced in the original Mortgage and Assignment of Rents together with all renewals of, extension of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Change in Terms Agreement.

4. 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 \$360,000.00.

**PRESERVATION OF RIGHTS.** Nothing in this Modification or the negotiations and discussions relating hereto is intended to release or discharge Borrower, Grantors or any guarantors from any of the obligations under the Loan Documents, or any other documents executed in connection with the loan.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents 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 and Assignment of Rents 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 and Assignment of Rents. It is the intention of Lender to retain as liable all parties to the Mortgage and Assignment of Rents 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 and Assignment of Rents 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.

**NO NOVATION.** The Modification is not intended to be, and shall not constitute a release or discharge of any of the Loan Documents or a novation thereof.

**CONDITIONS PRECEDENT.** It shall be a condition precedent to the effect of this Modification that Lender shall obtain a date down endorsement of any existing loan policy of title insurance ("the Endorsement") with respect to the Mortgage and the Assignment of Rents in form and content reasonable acceptable to Lender insuring continuing validity, enforceability and priority of the Mortgage and Assignment of Rents as modified, subject only to those defects, liens and encumbrances set forth in such policy and Borrower shall pay (i) the costs to obtain the Endorsement and record this Modification and (ii) Lender's reasonable attorney's fees and costs in connection with this Modification and Grantor's assumption of the Loan, and otherwise satisfy the requirements of Lender to the assumption and modification of the Loan.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS IS DATED APRIL 10, 2020.**

**GRANTOR:**

X Patrick Mc Loughlin  
Patrick McLoughlin

X Mary Mc Loughlin  
Mary McLoughlin

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LENDER:

MARQUETTE BANK

x [Signature]  
Authorized Signer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)

COUNTY OF Cook

) SS

On this day before me, the undersigned Notary Public, personally appeared **Patrick McLoughlin and Mary McLoughlin**, to me known to be the individuals described in and who executed the Modification of Mortgage and Assignment of Rents, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

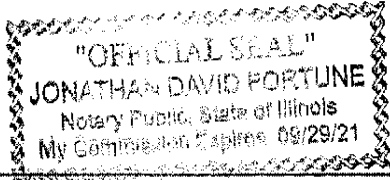
Given under my hand and official seal this Fourteenth day of April, 2020.

By [Signature: Jonathan David Fortune]

Residing at 10350 South Cicero  
Oak Lawn, Illinois 60453

Notary Public in and for the State of Illinois

My commission expires September 29, 2021



## LENDER ACKNOWLEDGMENT

STATE OF Illinois

)

COUNTY OF Cook

) SS

On this Fourteenth day of April, 2020 before me, the undersigned Notary Public, personally appeared Tim Maygou and known to me to be the authorized agent for MARQUETTE BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By [Signature: Jonathan David Fortune]

Residing at 10350 South Cicero Avenue  
Oak Lawn, Illinois 60453

Notary Public in and for the State of Illinois

My commission expires September 29, 2021

