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THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:

Katherine M. Spangler
Park Ridge Community Bank
626 Talcott Road
Park Ridge, IL 60068
(847) 384-9200

ADDRESS OF PROPERTY:

2842 N. MERRIMAC AVENUE
CHICAGO, IL 60634

PK061220.3

PIN: 13-29-123-021-0000



Doc# 2018308090 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/01/2020 12:59 PM PG: 1 OF 5

For Recorders Use Only

MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS made as of 19th day of April, 2020, (this "Modification Agreement"), by and among PETER BABJAK MARRIED TO EVA ZABCIKOVA (THIS IS NOT HOMESTEAD PROPERTY) ("Mortgagor") and PARK RIDGE COMMUNITY BANK ("Mortgagee").

RECITALS

Mortgagee provided a \$325,000.00 revolving line of credit loan (the "Loan") to Mortgagor, as evidenced by a Promissory Note in the amount of \$325,000.00 dated April 19, 2013 payable to Mortgagee, which was modified and decreased to \$100,000.00 by a Modification of Promissory Note & Mortgage dated January 29, 2014; then extended and modified by an Extension and Modification Agreement dated April 19, 2016; then further extended and modified by an Extension and Modification Agreement dated April 19, 2018 (the "Note"); and then further extended and modified by an Amended and Restated Promissory Note in the amount of \$100,000.00 dated of even date herewith, hereinafter referred to with all extensions, renewals, modifications and substitutions thereof as the "Note".

Repayment of the Loan is secured, in part, by that certain Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment") dated as of April 19, 2013 and recorded on May 2, 2013 in the Office of the Recorder of Cook County, Illinois as Document Nos. 1312246051 and 1312246052, which encumbers certain real estate located in Cook County, Illinois legally described on Exhibit "A" attached hereto (the "Mortgaged Property"). The parties hereto desire and do hereby restate, reaffirm and regrant said Mortgage so that the Mortgage and Assignment of Rents are hereafter, and have heretofore from the original date of the Loan remained as collateral security for the repayment of the Loan.

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MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS CONTINUED

WHEREAS, Mortgagor has requested an extension of the maturity date of the Loan and a lower interest rate; and

WHEREAS, Mortgagee has agreed subject to certain terms and conditions including, but not limited to Mortgagor executing and delivering an Amended and Restated Promissory Note ("Amended and Restated Note") and a Negative Pledge Agreement all dated of even date herewith in form acceptable to Mortgagee.

The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage and Assignment of Rents to accurately reflect that the Amended and Restated Note is secured hereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recital provisions are incorporated herein by reference and made a part hereof.
2. The term "Note" as it appears in the Mortgage and Assignment of Rents means the Amended and Restated Promissory Note as amended, modified, or re-stated from time to time.
3. Any reference to a maturity date in the Mortgage is hereby extinguished retroactive to the original date of the Note.
4. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties, their successors and assigns.

This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this agreement may contain more than one counterpart of the signature page and this agreement may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

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MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS CONTINUED

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

Mortgagor:

x *Peter Babjak*
Peter Babjak, Individually

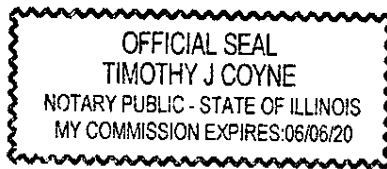
PARK RIDGE COMMUNITY BANK

By: *Timothy J. Coyne*
Timothy J. Coyne, Vice President

STATE OF ILLINOIS)
COUNTY OF Cook) SS:
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **Peter Babjak**, known to me to be the individual described in and who executed the Modification Agreement, and acknowledged that he signed the Modification Agreement as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and notary seal as of the 19th day of APRIL, 2020.



Timothy J. Coyne
Notary Public

Commission Expires:
06-06-2020

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EXHIBIT A

Legal Description

LOT 31 IN THE SUBDIVISION OF BLOCK 14 IN OLIVER L. WATSON'S 5-ACRE ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N #13-29-123-021-0000

COMMON ADDRESS: 2842 N. MERRIMAC AVENUE, CHICAGO, IL 60634

Property of Cook County Clerk's Office