

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
CHICAGO HARLEM & IRVING  
8750 WEST BRYN MAWR  
AVENUE  
SUITE 1300  
CHICAGO, IL 60631-3655



Doc# 2024008026 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/27/2020 10:20 AM PG: 1 OF 5

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2020, is made and executed between SAMUEL TATE and ANGELA D. MATHIS-TATE, whose address is 10115 SOUTH OAKLEY AVENUE, CHICAGO, IL 606431913 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 29, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**RECORDED August 3, 2015 DATED July 29, 2015 AS DOCUMENT NUMBER 1521546029, IN COOK COUNTY.**

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

The West 10 Feet of Lot 7 and all Lots 8, 9, and 10 in Roy and Nourse's Subdivision of Block 18 in W. O. Coles Subdivision of the North 90.37 acres of that part of the Northeast ¼ Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois

The Real Property or its address is commonly known as 8701 South Racine Avenue, Chicago, IL 60620. The Real Property tax identification number is 25-05-200-001-0000 and 25-05-200-034-0000.

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

**Lender and Grantor hereby modify the Mortgage as follows:**

1. To modify the paragraph "MAXIMUM OBLIGATION LIMIT" the following: The total principal amount secured by this Security Instrument at any one time will not exceed \$457,826.76.
2. To modify the definition of Note having a current outstanding balance of \$124,602.21 as hereby revised by that certain Promissory Note of even date in the amount of \$160,000.00 in loan proceeds available for disbursement to the Borrower.

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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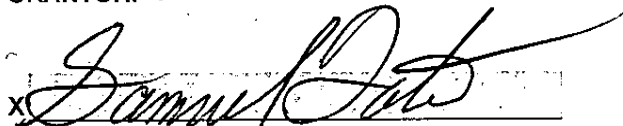
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

**COUNTERPARTS.** This Modification of Mortgage may be executed in counterparts, each of which, when so executed, may be considered an original.

**TAX RESERVES.** Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro-rated share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 29, 2020.**

GRANTOR:

x   
 SAMUEL TATE

x   
 ANGELA D. MATHIS-TATE

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRST MIDWEST BANK

x Brian Masterton  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill )  
 ) SS  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **SAMUEL TATE**, 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.

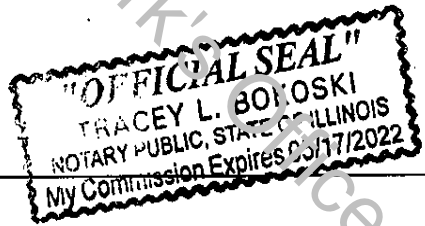
Given under my hand and official seal this 6<sup>th</sup> day of August, 2020.

By Samuel Tate Residing at 15115 S Oakley Ave Chicago IL 60643

Notary Public in and for the State of Ill

My commission expires 5/17/22

[Signature]



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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill )  
 )  
 ) SS  
 COUNTY OF Cook )  
 )

On this day before me, the undersigned Notary Public, personally appeared **ANGELA D. MATHIS-TATE**, 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.

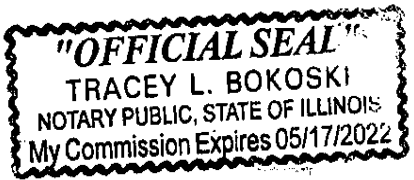
Given under my hand and official seal this 6<sup>th</sup> day of August, 2020.

By Angela Mathis Tate Residing at 10115 S Oakley Ave Chgo Ill 60643

Notary Public in and for the State of Ill

My commission expires 5/17/2022

*[Handwritten Signature]*



### LENDER ACKNOWLEDGMENT

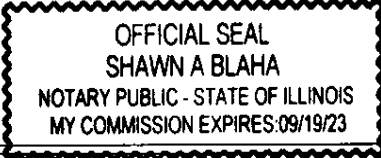
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )  
 )

On this 7<sup>th</sup> day of AUGUST, 2020 before me, the undersigned Notary Public, personally appeared BRIAN MASTERTON and known to me to be the VICE PRES, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By [Signature] Residing at 4041 S. VAIL AVE. ARL HTS, IL 60005

Notary Public in and for the State of ILLINOIS

My commission expires 9.19.2023



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## MODIFICATION OF MORTGAGE (Continued)

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COOK COUNTY  
RECORDER OF DEEDS

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