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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/22/2020 10:02 AM PG: 1 OF 8

## Real Estate Documents Modification Agreement



SR 7230979 K5

**THIS REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT** (this "Agreement") is made as of August 14, 2020 by **BARBARA ORZEL** and **ANDY ORZEL** f/k/a **SLAWOMIR ORZEL**, husband and wife, as to an undivided one-half interest, with an address at 326 Canterbury Lane, Inverness, Illinois 60110-5749 and **ZOFIA ZABORSKA**, an unmarried individual, as to an undivided one-half interest, with an address at 5459 North Mulligan Avenue, Chicago, Illinois 60630-1021 (individually and collectively, the "Mortgagor"), and **PNC BANK, NATIONAL ASSOCIATION**, successor to National City Bank of the Midwest (the "Bank") with an address at 222 Delaware Avenue, Wilmington, Delaware 19801, Attn: Healthcare Business Banking

### BACKGROUND

A. The Bank (or a predecessor which is now known by the Bank's name as set forth above) is the owner and holder of a certain promissory note dated March 21, 2016 in the original principal amount of Three Hundred Thousand Dollars (\$300,000.00) (the "Note"), executed and delivered by **ZOFIA ZABORSKA** ("Zofia") to the Bank pursuant to a letter agreement dated February 23, 2016 (the "Loan Agreement"), to evidence Zofia's indebtedness to the Bank for a certain loan (the "Loan").

B. On the date hereof, the Zofia and **BARBARA ORZEL** (individually and collectively, the "Borrower") have executed and delivered to the Bank an amended and restated note (the "Restated Note"), pursuant to which the Note was amended and completely restated to evidence the Loan's new maturity date and to acknowledge the addition of Barbara Orzel as a co-borrower.

C. The Note is secured, inter alia, by: (i) that certain Mortgage dated August 14, 2003, executed and delivered by the Mortgagor to the Bank, which was recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois (the "Recorder's Office") on September 18, 2003, as document number 0326126185 (the "1<sup>st</sup> Mortgage"), constituting a first priority lien

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on, and granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, commonly known as 3028-30 Milwaukee Avenue, Chicago, Illinois, Cook County, Illinois (the “**Premises**”), as more particularly described on attached Exhibit A, which is made a part of this Agreement; (ii) that certain Assignment of Leases and Rents dated August 14, 2003 executed and delivered by Mortgagor to the Bank, which was recorded in the Recorder’s Office on September 18, 2003 as document number 0326126186 (“**Assignment**”), and (iii) that certain Mortgage dated June 29, 2006 executed and delivered by the Mortgagor to the Bank, which was recorded in the Recorder’s Office on July 20, 2006, as document number 0620150140 (the “**2<sup>nd</sup> Mortgage**”), constituting a second priority lien on, and granting a security interest on and in the Premises. The 1<sup>st</sup> Mortgage, Assignment and 2<sup>nd</sup> Mortgage were subsequently amended by that certain Real Estate Documents Modification Agreement dated March 21, 2016, executed and delivered by the Mortgagor to the Bank, which was recorded in the Recorder’s Office on April 7, 2016, as document number 1609815009 (the “**Modification**”). The 1<sup>st</sup> Mortgage, Assignment and 2<sup>nd</sup> Mortgage, as modified by the Modification, are hereinafter individually and collectively called the “**Real Estate Documents**”. The Note, as amended and restated by the Restated Note, the Real Estate Documents, as amended by this Agreement, and all other security agreements, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents executed and delivered in connection with the Loan, some or all of which are more fully described on attached Exhibit B, which is made a part of this Agreement, are as amended from time to time, collectively the “**Loan Documents**”.

D. As a condition to the Bank’s execution of the Restated Note, the Bank has required and the Mortgagor has agreed to amend the Real Estate Documents to acknowledge and confirm the addition of Barbara Orzel as a co-borrower, as evidenced by the Restated Note, and performance of all of the Borrower’s and the Mortgagor’s obligations under the Loan Documents (collectively, the “**Obligations**”).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Real Estate Documents are amended as set forth in Exhibit B. Any and all references to any Real Estate Document(s) in any other Loan Document shall be deemed to refer to the Real Estate Documents as amended by this Agreement. This Agreement is deemed incorporated into the Real Estate Documents. Any initially capitalized terms used in this Agreement without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Agreement is or may be inconsistent with any term or provision in the Real Estate Documents, the terms and provisions of this Agreement shall control.

2. The Mortgagor hereby agrees that the Real Estate Documents, as modified by this Agreement, and the Premises shall secure, in addition to the performance of all of the Borrower’s and the Mortgagor’s existing Obligations, payment of the Obligations evidenced by the Restated Note and the Loan Documents, with interest as provided therein and all other sums due thereunder.

3. The Mortgagor hereby certifies that: (a) all of his, her or its representations and warranties in the Real Estate Documents are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Real Estate Documents which will not be cured

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by the execution and effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d) this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms. **By signing below, each Mortgagor who is an individual provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain the Mortgagor's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A photocopy or facsimile copy of this authorization shall be valid as the original. By signature below, each such Mortgagor affirms his/her identity as the respective individual(s) identified in the Mortgage.**

4. The Mortgagor hereby confirms that the Real Estate Documents, as modified by this Agreement, and the Premises shall continue as collateral for the Loan unimpaired and in full force and effect, and shall cover and secure all of the Borrower's and the Mortgagor's existing and future Obligations.

5. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

6. This Agreement will be binding upon and inure to the benefit of the Mortgagor and the Bank and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated in the Loan Documents is located. This Agreement will be interpreted and the rights and liabilities of the Mortgagor and the Bank determined in accordance with the laws of the State where the Bank's office indicated in the Loan Documents is located, except that the laws of the State where the Premises is located (if different from the State where such office of the Bank is located) shall govern the creation and foreclosure of the liens created under the Real Estate Documents, as amended hereby, on the Premises or any interest therein.

8. Except as amended hereby, the terms and provisions of the Real Estate Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the confession of judgment (if applicable) and waiver of jury trial provisions contained in the Loan Documents.**

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## REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the due execution of this Agreement as a document under seal as of the date first written above.

Barbara Orzel

Barbara Orzel

Andy Orzel f/k/a Slawomir Orzel

Andy Orzel f/k/a Slawomir Orzel

Zofia Zaborska

Zofia Zaborska

**PNC BANK, NATIONAL ASSOCIATION**

By: Jakub P. Nowak

(SEAL)

Jakub P. Nowak, Vice President

Property of Cook County Clerk's Office

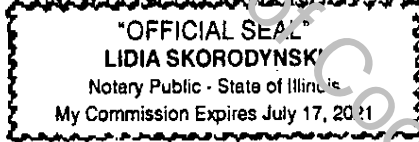
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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS:

On this, the 14 day of AUGUST, 2020, before me, a Notary Public, the undersigned officer, personally appeared BARBARA ORZEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



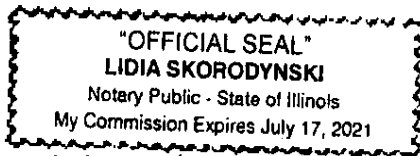
[Signature]  
 Notary Public

My commission expires:

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS:

On this, the 14 day of AUGUST, 2020, before me, a Notary Public, the undersigned officer, personally appeared ANDY ORZEL f/k/a SLAWOMIR ORZEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
 Notary Public

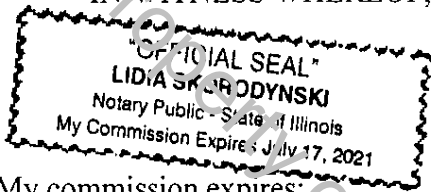
My commission expires:

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this, the 14 day of AUGUST 2020, before me, a Notary Public, the undersigned officer, personally appeared ZOFIA ZABORSKA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Notary Public

My commission expires:

Register of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

Parcel Number 13-26-116-002-0000

Assessed address is 3028 N Milwaukee Ave

The following described real estate, situated in COOK COUNTY, ILLINOIS, to wit:

Lots 1 and 2 in Alke's Subdivision of the Northwest ½ of Lot 8 in Davlin, Kelly and Carroll's Subdivision of the Northwest ¼ of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Number: 13-26-116-002-0000

Common Address: 3028-30 N Milwaukee Ave.  
Chicago, IL 60618

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## EXHIBIT B

### REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT

1. From and after the date of this Agreement, all references in the Real Estate Documents to the Note and the indebtedness evidenced thereby shall mean and refer to the Restated Note and the indebtedness evidenced thereby.
2. From and after the date of this Agreement, all references in the Real Estate Documents to the "Borrower" shall mean and refer to Zofia Zaborska and Barbara Orzel, jointly and severally as co-borrowers.

Property of Cook County Clerk's Office