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Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

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Karen A. Yarbrough
Cook County Clerk
Date: 03/05/2021 10:19 AM Pg: 1 of 3

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Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

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Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Michelle Bernier, AVP
Oxford Bank & Trust
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 2, 2021, is made and executed between Randy R. Olszewski, whose address is 6N230 Glendale Road, Medinah, IL 60157 (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 2, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 19, 2013 in the Cook County Recorder of Deeds Office, State of Illinois as document #1305042092 and as modified from time to time.

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

UNIT GS 1428 WEST WALTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND; LOT 5 IN COUNTY CLERK'S DIVISION OF PART OF THE NORTHALF OF BLOCK 22, IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 15, 2007 AS DOCUMENT 0704615151, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1428 W. Walton, Chicago, IL 60622. The Real Property tax identification number is 17-05-315-054-1002.

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

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

At this time Oxford Bank & Trust is extending the maturity date from January, 2, 2021 to January 2, 2031. The principal balance is being increased to \$79,800.00 to cover loan fees. New principal and interest payments in the amount of \$827.04 plus escrow will be due on the 2nd of each month and will continue until loan maturity or paid in full. A prepayment of 5%, 4%, 3%, 2%, 1% will apply for the first five years of the term. All other terms and conditions shall remain the same.

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.

CROSS COLLATERALIZATION/CROSS DEFAULT. IN ADDITION TO THE NOTE, THIS AGREEMENT SECURES ALL OBLIGATIONS, DEBTS AND LIABILITIES, PLUS INTEREST THEREON, OF GRANTOR TO LENDER, OR ANY ONE OR MORE OF THEM, AS WELL AS ALL CLAIMS BY LENDER AGAINST GRANTOR OR ANY ONE OR MORE OF THEM, WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER RELATED OR UNRELATED TO THE PURPOSE OF THE NOTE, WHETHER VOLUNTARY OR OTHERWISE, WHETHER DUE OR NOT DUE, DIRECT OR INDIRECT, DETERMINED OR UNDETERMINED, ABSOLUTE OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED WHETHER GRANTOR MAY BE LIABLE INDIVIDUALLY OR JOINTLY WITH OTHERS, WHETHER OBLIGATED AS GUARANTOR, SURETY, ACCOMMODATION PARTY OR OTHERWISE, AND WHETHER RECOVERY UPON SUCH AMOUNTS MAY BE OR HEREAFTER MAY BECOME BARRED BY ANY STATUTE OF LIMITATIONS, AND WHETHER THE OBLIGATION TO REPAY SUCH AMOUNTS MAY BE OR HEREAFTER MAY BECOME OTHERWISE UNENFORCEABLE. R.O. (INITIAL HERE)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 2, 2021.

GRANTOR:

X Randy R. Oszewski
Randy R. Oszewski

LENDER:

OXFORD BANK & TRUST

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this day before me, the undersigned Notary Public, personally appeared **Randy R. Olszewski**, 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 2nd day of January, 2021.

By Joanna Mazzone Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10/31/22



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 2nd day of January, 2021 before me, the undersigned Notary Public, personally appeared James Lesko and known to me to be the Vice President, authorized agent for **Oxford Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Oxford Bank & Trust**, duly authorized by **Oxford Bank & Trust** 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 **Oxford Bank & Trust**.

By Joanna Mazzone Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10/31/22

