

UNOFFICIAL COPY

Doc#: 2109812159 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/08/2021 09:38 AM Pg: 1 of 8

RECORDATION REQUESTED BY:

Gold Coast Bank
1165 N. Clark St. – Suite 200
Chicago, IL 60610

AFTER RECORDING, MAIL TO:

Gold Coast Bank
Attn: Loan Processing Department
1165 N. Clark St. – Suite 200
Chicago, IL 60610

MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT ("**Agreement**") is made effectively as of November 23, 2020, by and between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Number 8002370482, (if more than one, each is referred to as "**Mortgagor**") and Gold Coast Bank, an Illinois banking corporation ("**Lender**").

RECITALS:

This Agreement is based upon the following recitals:

A. For full value received, Dimitra Hijo (if more than one, each is referred to as "**Borrower**") signed and delivered to Lender a Credit Agreement and Disclosure dated August 27, 2018, in the original principal amount of \$85,000.00 (said Credit Agreement, together with all renewals, extensions, replacements and modifications thereof is referred to as the "**Credit Agreement**"), evidencing a revolving home equity line of credit ("Line of Credit") made by Lender to Borrower.

B. The Credit Agreement is secured by a second priority Mortgage ("Mortgage") dated August 27, 2018 and recorded with the Recorder's Office of Cook County, IL, as document number(s) 1824833102, upon the real property legally described as follows ("**Mortgaged Premises**"):

LOT 18 IN BLOCK 4 IN GILICK'S RIDGE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-35-409-006-0000.

Common Address: 813 Courtland Ave., Park Ridge, IL 60068.

C. The Credit Agreement has been modified by a Change In Terms Agreement ("**Change In Terms Agreement**") of even date herewith, between Borrower and Lender, whereby the credit limit under the Credit Agreement secured by the Mortgage is being reduced from \$85,000.00 ("**Existing Credit Limit**") to \$72,000.00 ("**New Credit Limit**").

D. Mortgagor and Lender have agreed to modify the Mortgage to secure the Credit Agreement as modified by the Change In Terms Agreement.

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MODIFICATION OF MORTGAGE AGREEMENT (Continued)

Page 2

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing Recitals, the parties hereto mutually agree as follows (all capitalized terms used but not defined in this Agreement have the same meanings as assigned to them under the Mortgage):

1. Subject to the terms of the Change In Terms Agreement, the credit limit under the Credit Agreement secured by the Mortgage is hereby reduced from the Existing Credit Limit to the New Credit Limit.

2. Except as otherwise provided in this Agreement, all other terms and conditions of the Mortgage and all other documents executed in connection therewith shall remain in full force and effect.

Continuing Validity. Nothing herein contained shall in any manner whatsoever impair the Mortgage and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

Reaffirmation of Mortgage. Mortgagor hereby ratifies, affirms, confirms and approves the Mortgage and each and every term thereof.

Release of Claims against Lender. Except to the extent prohibited by federal or state law, Mortgagor hereby relinquishes and waives all defenses, claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loan evidenced by the Credit Agreement prior to the date hereof. Mortgagor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

Binding/Counterparts. This Agreement will not be binding unless signed by all parties. This Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single integrated document. For purposes of negotiating and finalizing this Agreement, the signed Agreement or signature page transmitted by facsimile or email may be treated as the original Agreement or signature page and the parties' signatures on any documents transmitted by facsimile or email may be deemed original signatures.

Trustee's Liability. This Agreement is executed by Mortgagor, not personally but as trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such trustee (and Mortgagor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Agreement on the part of Mortgagor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Mortgagor, are nevertheless each and every one of them made and

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Chicago Title Land Trust Company

FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST

(Reserved for Recorders Use Only)

DATE: 09/10/2020

FOR VALUE RECEIVED, THE ASSIGNOR (S) HEREBY SELL, ASSIGN, TRANSFER, AND SET OVER UNTO ASSIGNEE (S), ALL OF THE ASSIGNOR'S RIGHTS, POWER, PRIVILEGES, AND BENEFICIAL INTEREST IN AND TO THAT CERTAIN TRUST AGREEMENT DATED 03/02/2016 AND KNOWN AS **CHICAGO TITLE LAND TRUST COMPANY**, AS TRUSTEE UNDER TRUST NUMBER 8002370482 INCLUDING ALL INTEREST IN THE PROPERTY, HELD SUBJECT TO SAID TRUST AGREEMENT.

THE REAL PROPERTY CONSTITUTING THE CORPUS OF THE LAND TRUST IS LOCATED IN THE MUNICIPALITY (IES) OF PARK RIDGE IN THE COUNTY (IES) OF COOK, ILLINOIS.

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH C SECTION 31-45 REAL ESTATE TRANSFER TAX ACT.
 NOT EXEMPT. AFFIX TRANSFER STAMPS BELOW.

THIS INSTRUMENT WAS PREPARED BY GOLD COAST BANK

ADDRESS 1165 N CLARK ST STE 200

CITY CHICAGO, IL 60610

PHONE NUMBER 312-337-3400

FILING INSTRUCTIONS:

- 1) THIS DOCUMENT MUST BE RECORDED WITH THE RECORDER OF THE COUNTY IN WHICH THE REAL ESTATE HELD BY THIS TRUST IS LOCATED (IF APPLICABLE) PURSUANT TO THE APPLICABLE PROVISIONS OF LAND TRUST RECORDATION AND TRANSFER TAX ACT.
- 2) THE RECORDED ORIGINAL OR A STAMPED COPY MUST BE DELIVERED TO THE TRUSTEE WITH THE ORIGINAL ASSIGNMENT TO BE LODGED.

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EXHIBIT A

Order No.: OC20034573

LOT 18 IN BLOCK 4 IN GILLICK'S RIDGE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TRANSFER TAX 06-Jan-2021



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

09-35-409-006-0000 | 20210101606303 | 1-222-713-360

Property of Cook County Clerk's Office

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ASSIGNMENT OF BENEFICIAL INTEREST

Date: JANUARY 7, 2021

Check here if for Collateral Purposes Only

January 7, 2021
 Date: _____
 This is to certify that the above and foregoing is a true and correct copy of the original now held in our files.
 CHICAGO TITLE LAND TRUST COMPANY
 By: *[Signature]*

FOR VALUE RECEIVED I/We hereby sell, assign, transfer and set over unto:
GOLD COAST BANK

a(n) **UNDIVIDED INTEREST OF THE ENTIRE BENEFICIAL INTEREST** including the power of direction in, to and under that certain Trust Agreement dated _____ and known as Trust Number _____ of GOLD COAST BANK
After the making and acceptance of this assignment, the trustee shall act, as provided in the trust agreement, UPON THE WRITTEN DIRECTION OF: GOLD COAST BANK

ASSIGNMENT BY ASSIGNORS

<i>[Signature]</i> _____ Signature of Beneficiary	<i>1/7/2021</i> _____ Date	_____ SSN/FEIN
_____ Signature of Beneficiary	_____ Date	_____ SSN/FEIN
_____ Signature of Beneficiary	_____ Date	_____ SSN/FEIN
_____ Signature of Beneficiary	_____ Date	_____ SSN/FEIN
_____ Signature of Beneficiary	_____ Date	_____ SSN/FEIN
_____ Signature of Beneficiary	_____ Date	_____ SSN/FEIN

ACCEPTANCE BY ASSIGNEES

I/We accept the foregoing assignment subject to all the provisions of said Trust

John Morgan

 Printed Name JOHN MORGAN EVP/CFO

[Signature]

 Signature

1165 N CLARK ST CHICAGO IL 60610

 Address, City, State, Zip

208688354

 SSN/FEIN

(312) 587-3200

 Telephone Number

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ACKNOWLEDGEMENT BY TRUSTEE:

Received a duplicate of the foregoing assignment and acceptance this 7th day of January, 2021.

By: Natalie Foster
Authorized Signature

Please be advised that if your trust contains property in Cook County or this transfer is non-exempt in another county, existing law requires the trustee to be furnished with a recorded facsimile prior to acknowledgment of this assignment. If this is not required please complete and sign the following: This Transfer is Exempt under Provisions of Paragraph C, Section 31-45 of the land trust Recordation and transfer act.

(Beneficiary or Agent must Sign)

(Note: This assignment should be executed in triplicate by both assignor and assignee and two executed copies lodged with

responsibility for the validity or sufficiency of the foregoing assignment or acceptance.)

assumes no

May the name of any beneficiary be disclosed to the public? Yes No

Refer written inquiries and legal notices by first class mail to:

Printed Name _____ Telephone Number _____

Address, City, State, Zip _____

May oral inquiries be referred directly? _____ To whom:

Printed Name _____ Telephone Number _____

Address, City, State, Zip _____

To whom shall bills be mailed?

Printed Name _____ Telephone Number _____

Address, City, State, Zip _____