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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

MODIFICAT	ION OF M	INDTOXO	ここ ふたり	CCMENT

THIS MODIFICIATION OF MORTGAGE AGREEMENT ("Agreement") is made effectively as of November 23, 2020, by and Sotween 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, on Illinois banking corporation ("Lender").

RECITALS:

This Agreement is based upon the following recitals:

- A. For full value received, <u>Dimitra 'ilics</u> (if more than one, each is referred to as "**Borrower**") signed and delivered to Lender a Credit Agreement and Disclosure dated <u>August 27, 2018</u>, in the original principal amount of \$85,000.00 (said Credit Agreement to together with all renewals, extensions, replacements and modifications thereof is referred to as 'inc '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 <u>second proprity Mortgage</u>") dated <u>August 27, 2018</u> and recorded with the Recorder's Office of <u>Cook County</u>, <u>IL</u>, as document number(s) <u>1824833102</u>, upon the real property legally described as follows ("**Mortgaged Premises**"):

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.

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

Common Address: 813 Courtiand 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.

Continuino 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 recitod 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 Mortgago 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 defences, 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, for 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 evider ced 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 signer 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 facsin ile 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.

<u>Trustee's Liability.</u> 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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MODIFICATION OF MORTGAGE AGREEMENT (Continued)

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intended not as personal warranties, indemnifies, representations, covenants, undertakings, and agreements by Mortgagor or for the purpose or with the intention of binding Mortgagor personally, and nothing in this Agreement shall be construed as creating any liability on the part of Mortgagor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under the Security Documents, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Agreement, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Agreement, and that so far as Mortgagor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness under the Security Documents shall look solely to the Mortgaged Premises for the payment of the Note and indebtedness under the Security Documents, by the enforcement of the lien created by the Security Documents in the manner provided in the Note and Security Documents or by action to enforce the personal liability of any guarantor or obligor, other than Mortgagor, on the Note

Mortgagor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.

MORTGAGOR:

Chicago Title Land Trust Number 8002370482

Chicago Title Land Trust Company, not personally, but as Trustee under that certain trust agreement dated 03-02-2016 and known as Chicago Title Land Trust Number 8002370482

Authorized Signer for Chicago Title Mand TRUG Trust Company

State of FILINOIS
) ss.

County of CODIC
)

SEAN

County of CODIC
)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that NATALE FOSTER TRUST Of known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as agent for Chicago Title Land Trust Company, as Trustee under that certain trust agreement dated 03-02-2016 and known as Chicago Title Land Trust Number 8002370482, appeared before me this day in person and acknowledged that he(she)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: January 1 202

Notary Public

"OFFICIAL SEAL"
RACHEL HUITSING
Notary Public, State of Illinois
My Commission Expires 08/21/2022

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MODIFICATION OF MORTGAGE AGREEMENT (Continued)

Page 4

LENDER:	
Gold Coast Bank J	
Ву:	
Print: John Morgral Its: ENRICO	
Congr	
LENDER ACK	KNOWLEDGMENT
State of Illinois)	
County of Cook)	
is(are) subscribed to the foregoing ins rument as appeared before me this day in person and acknow	vledged that he(she)(they) signed and delivered the said ntary act, and as the free and voluntary act of said
Dated: 1/11/21/20/20/20/20/20/20/20/20/20/20/20/20/20/	
	Votary Public
	OFFICIAL SPAL ANTHONY F. MENTESANA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 12/30/2023

UNOFFICIAL COPY



FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST

(Reserved for Recorders Use Only)

DATE: 09/10/2020		
FOR VALUE DECEMENT THE ASSIGNOR	(O) HEREBY OF L. ACRICM TOA	NOTED AND OUT OVER HINTO
FOR VALUE RECEIVED, THE AGSIGNOR		
ASSIGNEE (S), ALL OF THE ASSIGNOR'S)	
AND TO THAT CERTAIN TRUST ACRE	MENT DATED 03/02/20	AND KNOWN AS
CHICAGO TITLE LAND TRUST COMPAN	, AS TRUSTEE UNDER TRUST NU	JMBER 8002370482
INCLUDING ALL INTEREST IN THE PROP	ERTY HELD SUBJECT TO SAID TF	RUST 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.	
	C	
	HE PROVISIONS OF PARAGRAPH AL ESTATE TRANSFER TAX ACT.	7
NOT EXEMPT. AFF	FIX TRANSFER STAMPS BELOW.	'S
THIS INSTRUMENT WAS PREPARED BY	GOLD COAST BANK	175.
ADDRESS	1165 N CLARK ST STE 200	(C)
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.

PRINCIPLE NATIONAL TITLE OC 200 34513

Rev. 03/2014

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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.

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OR VALUE RECEIVED I/We hereby sell, assign, tran	sfer and set over unto:	Br.
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n) UNDIVIDED INTEREST OF TH ower of director in, to and under that certain Trust Agr	E ENTIRE BENEFICIA	·
	COAST BANK	а
fter the making ar a acceptance of this assignment, the tru	istee shall act, as provided i	in the trust agreement, UPON
HE WRITTEN DIRICTION OF: GOLD COAST H	BANK	•
ASSIGNMENT	BY ASSIGNORS	
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We accept the foregoing assignment subject to all the p		
we accept the foregoing assignment subject to an me p	TOYISIOUS OF SAID TRUST	
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rinted Name JOHN MORGAN EVP/CFO	Address, City, State	<u>'</u>
	202/08254	
	208688354	(312) 587-3200
ignature	SSN/FEIN	TelephoneNumber
SSIGNMENT OF BENEFICIAL INTEREST EV. 10/01 Page	2 of 4	DocMagic C Fe

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ACKNOWLEDGEMENT BY TRUSTEE:
ACKNOWLEDGEMENT BY TRUSTEE: Received a duplicate of the foregoing assignment and acceptance this THY day of Curucy, 20
Natule Fister
Authorized Signature
Please be advised that if your trust contains property in Cook County or this transfer is non-exempt in another
countyris ing 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 , Section 3 1-45 of the land trust Recordation and transfer act.
riovisions of ratagraph C , Section 31-95 of the faint this recordation and transfer acc
(Beneficiary or Agent must Sign)
(bottomas) or regent sugar
(Note: This assignments hould be executed in triplicate by both assignor and assignee and two executed copies lodged
with assumes no
responsibility for the validity or suffic ency of the foregoing assignment or acceptance.)
No. 4
May the name of any beneficiary be disclosure to the public? Yes No
Refer written inquiries and legal notices by firs: class mail to:
Printed Name Zel-phone Number
Address, City, State, Zip
May oral inquiries be referred directly? To whom:
4
Printed Name Telephone Number
<u> </u>
Address, City, State, Zip
To whom shall bills be mailed?
10 Hadai Gain san in maine.
Printed Name Telephone Number
Address, City, State, Zip
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