

RECORDATION REQUESTED BY:

Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

WHEN RECORDED MAIL TO:

Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

SANDRA DEAN, SENIOR COMMERCIAL SERVICES ASSOCIATE
Providence Bank & Trust
630 East 162nd Street
South Holland, IL 60473

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 18, 2020, is made and executed between CHICAGO TITLE LAND TRUST, not personally but as Trustee on behalf of CHICAGO TITLE LAND TRUST SUCCESSOR TRUSTEE TO NORTH START TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2011 AND KNOWN AS TRUST NUMBER 11-12239, whose address is 10 S. LASALLE ST, SUITE 2750, CHICAGO, IL 60603 (referred to below as "Grantor") and Providence Bank & Trust, whose address is 630 East 162nd Street, P.O. Box 706, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 18, 2011 as Document No 1110804120.

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

THE EAST 143 FEET OF THE WEST 293 FEET OF THE SOUTH 250 FEET (EXCEPT THEREFROM THE PORTION THEREOF CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS) OF LOT 3 IN TYS GOUWENS SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 14 AND PART OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1884 AS DOCUMENT 566976, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 900 EAST 162ND STREET, SOUTH HOLLAND, IL 60473. The Real Property tax identification number is 29-14-312-021-0000.

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

DEFINITIONS.

NOTE. The word "Note" means the promissory note dated November 18, 2020, in the original principal amount of \$8,000,000.00 from Borrower to Lender, together with all renewals of, extensions of,

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 3.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on November 18, 2022. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 18, 2020, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be less than 3.250% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is November 18, 2022. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 18, 2020.

GRANTOR:

CHICAGO TITLE LAND TRUST SUCCESSOR TRUSTEE TO NORTH START TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2011 AND KNOWN AS TRUST NUMBER 11-12239

CHICAGO TITLE LAND TRUST, not personally but as Trustee under that certain trust agreement dated 01-19-2011 and known as CHICAGO TITLE LAND TRUST SUCCESSOR TRUSTEE TO NORTH START TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2011 AND KNOWN AS TRUST NUMBER 11-12239.

By: *Rachel H...*
TRUST OFFICER



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER:

PROVIDENCE BANK & TRUST

x Chitra Mzyina
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this 30th day of November, 2020 before me, the undersigned Notary Public, personally appeared TRUST OFFICER, Rachel Huitsing of CHICAGO TITLE LAND TRUST, Trustee of CHICAGO TITLE LAND TRUST SUCCESSOR TRUSTEE TO NORTH START TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2011 AND KNOWN AS TRUST NUMBER 11-12239, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Laurel D. Thorpe Residing at Cook County
Notary Public in and for the State of IL

My commission expires

```

*****
"OFFICIAL SEAL"
*****
LAUREL D. THORPE
Notary Public, State of Illinois
My Commission Expires 07/10/2021
*****

```

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana)

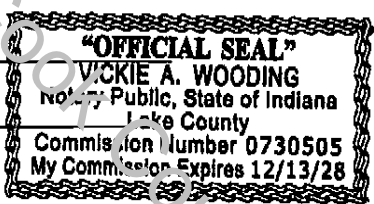
COUNTY OF Lake) SS)

On this 18th day of November, 2020 before me, the undersigned Notary Public, personally appeared Christine M. Zimg and known to me to be the Vice President, authorized agent for **Providence Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Providence Bank & Trust**, duly authorized by **Providence 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 **Providence Bank & Trust**.

By Vickie A. Wooding Residing at 240 45th Ave, Munster, IN

Notary Public in and for the State of IN

My commission expires 12/13/28



Clerk's Office