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RECORDATION REQUESTED BY:

Hinsdale Bank & Trust
Company, N.A.
25 E. First Street
Hinsdale, IL 60521

Doc#: 2119018479 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/09/2021 12:23 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Hinsdale Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Hinsdale Bank & Trust Co.
25 E. First Street
Hinsdale, IL 60521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2021, is made and executed between Ted's Truck Body & Trailer Service, Inc., an Illinois corporation, whose address is 4601 S. Tripp Ave., Chicago, IL 60632 (referred to below as "Grantor") and Hinsdale Bank & Trust Company, N.A., whose address is 25 E. First Street, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 5, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded with Cook County Recorder of Deeds on January 12, 2017 as Document No. 1701208082 and an Assignment of Rents recorded on January 12, 2017 as Document No. 1701208083.

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

That Part of Lot B in Circuit Court partition of the South 1/2 and that part of the Northwest 1/4 lying South of the Illinois and Michigan Canal Reserve, of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat of said Subdivision recorded April 29, 1897 as document 2530529, bounded and described as follows: Beginning at the point of intersection of a line parallel with and 1967.80 feet South from the East and West Center Line of Section 3 aforesaid (said center line being a line drawn from a point on the East line of said Section 2597.19 feet South from the Northeast Corner thereof and 2669.84 feet North from the Southeast corner thereof, to a point on the West Line of said Section 2598.77 feet South from the North West Corner Thereof and 2661.19 feet North from the Southwest corner thereof) with the East Line of Said Lot B, Thence South along said East Line of Lot B, a distance of 186 feet to its intersection with a line 2153.80 feet South from and parallel with the Aforesaid East and West Center Line of Section 3; Thence West along the last described parallel line, a distance of 193.10 feet to its intersection with the East Line of South Tripp Avenue (a private street) said East street line being Parallel with and 1008.93 Feet East from the North and South Center Line of Said Section 3 (said center line being a line drawn from a point on the North Line of said Section 2648.14 feet West from the Northeast Corner thereof and 2642.84 Feet East from the Northwest Corner Thereof, to a point on South

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MODIFICATION OF MORTGAGE

(Continued)

Line of said Section 2669.37 feet West from the Southeast corner thereof and 2668.04 Feet East from the Southwest Corner Thereof) thence North along said East Line of South Tripp Avenue a distance of 186 feet to its intersection with the aforesaid line which is parallel with and 1967.80 feet South from the East and West Center Line of Said Section 3; Thence East along the last described parallel line, a distance of 192.72 feet to the point of beginning in Cook County, Illinois

The Real Property or its address is commonly known as 4601 S. Tripp Ave., Chicago, IL 60632. The Real Property tax identification number is 19-03-400-108-0000 and 19-03-400-114-0000.

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

1) The definition of the word **Lender** is hereby modified in its entirety to read as follows:

Lender. The word "Lender" means Hinsdale Bank & Trust Company, N.A., as successor to Countryside Bank, effective November 1, 2019, pursuant to the Merger Agreement between Hinsdale Bank & Trust Company and Countryside Bank, dated July 24, 2019, its successors and assigns.

2) The definition of **Note** is hereby restated in its entirety to mean the following:

Note. The word "Note" means a Promissory Note dated May 5, 2021, as amended from time to time, in the original principal amount of \$571,136.34 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

3) The following paragraph, titled **TAX AND INSURANCE RESERVES**, is hereby added to the Mortgage:

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

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MODIFICATION OF MORTGAGE

(Continued)

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 5, 2021.

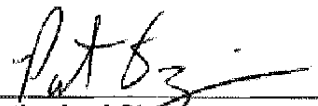
GRANTOR:

TED'S TRUCK BODY & TRAILER SERVICE, INC

By: 
 William Birkinbine, President/Secretary of Ted's Truck Body & Trailer Service, Inc.

LENDER:

HINSDALE BANK & TRUST COMPANY, N.A.

x 
 Authorized Signer

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MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 11th day of May, 2021 before me, the undersigned Notary Public, personally appeared **William Birkinbine, President/Secretary of Ted's Truck Body & Trailer Service, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Kelly Myers Residing at 5800 S Newcastle Ave
Chicago IL

Notary Public in and for the State of Illinois

My commission expires 7-22-2022



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 11~~th~~ day of May, 2021 before me, the undersigned Notary Public, personally appeared Patrick Adams and known to me to be the SVP, authorized agent for Hinsdale Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Hinsdale Bank & Trust Company, N.A., duly authorized by Hinsdale Bank & Trust Company, N.A. 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 Hinsdale Bank & Trust Company, N.A..

By [Signature] Residing at LaGrange

Notary Public in and for the State of Illinois

My commission expires 7/7/2024

