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Doc#. 2129545323 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/22/2021 02:49 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:** 

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

WHEN RECORDED MAIL TO:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

SEND TAX NOTICES TO:
NATALIA DROSETSKIY
800 MIDWAY ROAD
APARTMENT #3S
NORTHBROOK, IL 65062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
DUBRAVKA IVANCIC, LOAN DEPT.
1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 3, 2021, is made and executed between NATALIA DROBETSKIY (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 3, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED AUGUST 17, 2012 AS DOCUMENT NUMBER 1223026339, EFGENE "GENE" MOORE, COOK COUNTY RECORDER OF DEEDS.

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

UNIT 302 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 800 MIDWAY CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION PLCORDED AS DOCUMENT NUMBER 21623660, IN SECTION 11, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 800 MIDWAY ROAD APT. 3S, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-11-201-045-1002.

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

THIS MODIFICATION RENEWS THE OUTSTANDING PRINCIPAL AND EXTENDS THE MATURITY DATE TO JULY 3, 2024 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED JULY 3, 2021.

**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

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### MODIFICATION OF MORTGAGE

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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.

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 into that reserve account an abount equivalent to 1/12 of the annual real estate taxes on the Real Property and 1/12 of the annual premiums for the policies of insurance required to be maintained herein, as estimated by Lender, so as to provide sufficient funds for the payment of each year's real estate taxes and insurance premiums one month prior to the date the real estate taxes and insurance premiums become delinquent. Grantor shall further pay into the reserve account a monthly pro-rata share of all assessments and other charges which may accrue against the Real Property. If the amount so estimated and paid shall prove to be insufficient to pay such real estate taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. 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 light 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 Documen's 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. 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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EY CENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 3, 2021.

**GRANTOR:** 

NATALIA DROBETSKIY

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER: **1ST EQUITY BANK** Authorized Sign INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL STATE OF JUDITH STERN ) SS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/29/24 **COUNTY OF** ) On this day before me, the undersigned Notary Public, personally appeared NATALIA DROBETSKIY, 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 Residing at 1<sup>ST</sup> Equity Bank 3956 W. Dempster Notary Public in and for the State of My commission expires

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LENDER ACKNOWLEDGMENT OFFICIAL SEAL JUDITH STERN STATE OF ) NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/29/24 ) SS COUNTY OF ) before me, the undersigned Notary On this KOLOM and known to me to be the KIESIO Public, personally appeared LOULS , authorized egent for 1st Equity Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 1st Equity Bank, duly authorized by 1st Equity Bank 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 1st Equity Bank. Residing at 1<sup>57</sup> Equity Bank Notary Public in and for the State of 3656 W. Dermester Ekolie, IL 60018 My commission expires LaserPro, Ver. 21.2.10.008 Copr. Finastra USA Corporation 1997 2021. All Rights Reserved. Cort's Office P:\CFI\LPL\G201.FC TR-1367 PR-E