# UNOFFICIAL



Doc# 2131257001 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/08/2021 09:32 AM PG: 1 OF 7

MODIFICATION AGREEMENT SUPPLEMENT TO DEED OF TRUST AND PARTIAL RECONVEYANCE

ORNTIC File Number: U/40708 / 7
Old Republic National Title
9601 Southwest Hghwy
Oak Lawn, IL 60453
312/641-7799

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When Recorded Return to: JNOFFICIAL COPY Michael and Barbara Kaufman

65 E. Monroe St. Unit 4401 Chicago, IL 60603

Prepared By: Chase 780 Kansas Lane Monroe, LA 71203

Old Republic Title

9601 Southwest Highway Oak Lawn, IL 60453 DEED OF TRUST AND PARTIAL RECONVEYANCE

1) 80TOP 115

This Agreement made and entered into by MICHAEL KAUFMAN and BARBARA KAUFMAN as in sound and wife, hereinafter referred to as "Mortgagors," and JPMorgan Chase Bank, N.A., which has an office located at 780 Kansas Lane, Monroe, LA 71203, hereinafter referred to as "Mortgagee",

#### WITNESSETH:

WHEREAS MICHAEL KAUFMAN and BARBARA KAUFMAN as husband and wife, Mortgagors, and JPMorgan Chase Bank, N.A., as the Original Lender, on the 1<sup>st</sup> day of June, 2021, entered into a certain Mortgage instrument (the "Mortgage") securing a note in the principal sum of One million three number thousand and 00/100 Dollars (U.S. \$1,300,000.00) (the "Note"), which Deed of Trust was recorded on 06/11/2021 as Doc#. 2116246073 in the County of Cook, State of Illinois, in which Mortgage the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

#### See Exhibit "A"

WHEREAS, Mortgagors wish to amend the legal description set forth in Exhibit "A" by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagors and Mortgagee have agreed to such amendments.

#### See Exhibit "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust now held by JPMorgan Chase Bank, N.A. is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Deed of Trust is amended from the Original Legal Description to the Revised Legal Description. In addition, the parties hereto agree to the following:

- 1. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Deed of Trust.
- 2. Mortgagee hereby releases any property described in the Original Legal Kaufman 3868

Description which sno described in the Revised Legal Description from the lien of the Mortgage. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.

- 3. Mortgagors hereby covenant, promise, agree, and reaffirm: (a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Mortgagor therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.
- 4. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
- 5. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Deed of Trust and any insurer of the title to the property described in the Revised Legal Description or the lien of the Deed of Trust thereon.
- or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Deed of Trust" shall be construed to mean Deed of Trust, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagors" referred to herein may be original makers of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
- 7. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Deed of Trust subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Deed of Trust shall remain in full force and effect.

# **UNOFFICIAL COPY**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of:	JPMORGAN CHASE BANK, N.A.
State of Louisiana  State of Louisiana  State of Louisiana	Print Name  It's: Vice President-Document Execution
Parish of Ouachita	
of JPMorgan Chase Bank, N.A. and that the instru	ey is (are) the Vice President-Document Execution urien was signed on behalf of the corporation (or rs, and that s/he/they acknowledged the instrument
Yolanda A. Diaz	
¥ • · · ·	otary Public
87401  LA Notary ID:  Lifetime Commission	YOLANDA A. DIAZ STATE OF LOUISIANA LIFETIME COMMISSION NOTARY ID #97401

# **UNOFFICIAL COPY**

MICHAEL KAUFMAN

BARBARA KAUFMAN

STATE OF ILLINOIS §
COUNTY OF COOK §

The foregoing instrument was acknowledged before me on this day of \_\_\_\_\_\_\_2021 by MICHAEL KAUFMAN.

Notary Public, State of Illino My Commission Expires Dec 28, 2022

KIRK SULLIVAN
Official Seal

Notary Public - State of Illinois My Commission Expires Dec 28, 2022

STATE OF ILLINOIS §
COUNTY OF COOK §

The foregoing instrument was acknowledged before me on this day of

2021 by BARBARA KAUFMAN.

Notary Public, State of Ulinois

Grantees' Address: Chase Bank Land Transactions

Mail Code LA4-4557 780 Kansas Lane

Monroe, LA 71203-4774

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### **UNOFFICIAL COPY**

#### EXHIBIT "A"

#### PARCEL 1:

UNIT(S) 4401 AND PARKING UNITS P-108 AND P-131 IN THE PARK MONROE CONDOMINIUM HOMES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

PART OF LOTS 2, 3, 6 AND 7 (EXCEPT THE EAST 9 FEET OF THAT PART OF SAID LOT 6 LYING SOUTH OF THE NORTH 54 FEET OF SAID LOT 6 AND EXCEPT THE EAST 9 FEET OF THE NORTH V2 OF SAID LOT 7) IN BLOCK 4 IN 5. ALTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15 AFORESAID, ALL TAKEN AS A SINGLE TRACT OF LAND,

WHICH SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0836410017 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, RUNOIS,

**ALSO** 

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 55-65 EAST MONROE STREET, CHICAGO ILLINOIS 60603, MADE BY 55 EAST MONROE INVESTORS IV, L.L.C., RECORDED JULY 9, 2007 AS DOCUMENT NUMBER 0719035353, AS AMENDED, FOR THE FOLLOWING PURPOSES: SUPPORT AND MAINTENANCE, ACCESS TO UTILITIES, INGRESS AND EGRESS, USE OF GARAGE APPURTENANCES, FREIGHT ELEVATORS, LOADING DOCK, REFUSE COLLECTION, AND ELEVATOR BANK, OVER AND UPON THE LAND CASCRIBED THEREIN.

**ALSO** 

#### PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-101 A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM, AFORESAID.

PIN: 17-15-103-034-1053, 17-15-103-034-1277, 17-15-103-034-1302

For Informational Purposes only: 65 East Monroe Street, Unit 4401, Chicago, IL 60603

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#### **EXHIBIT "B"**

#### PARCEL 1:

UNIT(S) 4401 AND PARKING UNIT P-108 IN THE PARK MONROE CONDOMINIUM HOMES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

PART OF LOTS 2, 3, 6 AND 7 (EXCEPT THE EAST 9 FEET OF THAT PART OF SAID LOT 6 LYING SOUTH OF THE NORTH 54 FEET OF SAID LOT 6 AND EXCEPT THE EAST 9 FEET OF THE NORTH 1/2 OF SAID LOT 7) IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SUB LOTS 1, 2, 3 47 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15 AFORES A!D ALL TAKEN AS A SINGLE TRACT OF LAND,

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0836410027, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS,

**ALSO** 

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY JCG ARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 55-65 EAST MONROE STREET, CHICAGO, ILLINOIS 60603, MADE BY 55 EAST MONROE INVESTORS IV, L.L.C., RECORDED JULY 9, 2007 AS DOCUMENT NUMBER 0719035353, AS AMENDED, FOR THE FOLLOWING PURPOSES: SUPPORT AND MAINTENANCE, ACCESS TO UTILITIES, INGRESS AND EGRESS, USE OF GARAGE APPURTENANCES, FREIGHT ELEVATORS, LOADING DOCK, REFUSE COLLECTION, AND ELEVATOR BANK, OVER AND UPON THE LAND DESCRIBED THEREIN.

**ALSO** 

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-101 A LIMITED COMMON ELEMENT, F. DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM, AFORESAID.

PIN: 17-15-103-034-1053, 17-15-103-034-1277

For Informational Purposes only: 65 East Monroe Street, Unit 4401, Chicago, IL 60603