

UNOFFICIAL COPY

Doc#: 2133433111 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 11/30/2021 11:18 AM Pg: 1 of 5

BT 2210020-00803

RECORDING REQUESTED BY PNC Bank, N.A.

WHEN RECORDED MAIL TO:

PNC Bank, N.A.

Request ID: 0117-200519-013

ATTN: Kelly Clemenich

6750 Miller Rd. M.S. BR-YB58-01-B

Brecksville, OH 44141

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

This MODIFICATION OF AGREEMENT ("Agreement") is made this fifteenth day of June, 2020 by and between PNC Bank, N.A. ("Lender") and JAY MAHLENDORF, TRUSTEE OF THE JAY MAHLENDORF AND CHRISTOPHER VAN DUNK LIVING TRUST DATED MAY 17, 2017; CHRISTOPHER VAN DUNK, TRUSTEE OF THE JAY MAHLENDORF AND CHRISTOPHER VAN DUNK LIVING TRUST DATED MAY 17, 2017, ("Borrower"), who have previously executed a revolving Credit Agreement ("Credit Agreement") dated 01/19/2018 with a credit limit in the amount of \$249,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated 01/19/2018, for the use and benefit of Lender, which was recorded on 02/15/2018, in Book _____ on Page _____, as Instrument no. 1804629006 of the Office of Records of Cook county, state of Illinois.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions thereto, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$249,000.00 to \$144,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Agreement, Lender is in no way obligated to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement is a modification of the Credit Agreement and Security Agreement only and not a novation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement. This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

Borrower agrees to pay costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

This Agreement is effective as of the date first written above.

UNOFFICIAL COPY

PNC Bank, N.A.

Signed and Acknowledged this fifteenth day of June, 2020

BY: Kelly Clemench
 Name: Kelly Clemench
 Title: Assistant Vice President

Jay Brian Mahlendorf
JAY MAHLENDORF, TRUSTEE OF THE JAY
MAHLENDORF AND CHRISTOPHER VAN
DUNK LIVING TRUST DATED MAY 17,
2017; CHRISTOPHER VAN DUNK, TRUSTEE
OF THE JAY MAHLENDORF AND
CHRISTOPHER VAN DUNK LIVING TRUST
DATED MAY 17, 2017

WITNESS:

Anthony Lewis
 Print Name: Anthony Lewis

WITNESS:

Debra Parker
 Print Name: Debra Parker

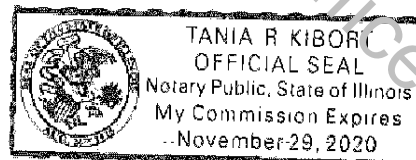
STATE OF: IL) SS
 COUNTY OF: COOK)

On 6/25/2020 before me Tania R Kibort the undersigned, a Notary Public in and for said state personally appeared, JAY MAHLENDORF, TRUSTEE OF THE JAY MAHLENDORF AND CHRISTOPHER VAN DUNK LIVING TRUST DATED MAY 17, 2017; CHRISTOPHER VAN DUNK, TRUSTEE OF THE JAY MAHLENDORF AND CHRISTOPHER VAN DUNK LIVING TRUST DATED MAY 17, 2017, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instruments and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Tania R. Kibort
 Notary Public in and for said County and State



UNOFFICIAL COPY

State of Ohio
County of Cuyahoga

) SS
)

Before me, the undersigned, a Notary Public in and for said County and State, this
15 day of JUNE, 2020 personally appeared
Kelly Clemenich as Assistant Vice President of PNC Bank, N.A. and acknowledged the execution
 of the foregoing Agreement.

Notary Public:
 My Commission Expires:
 County of Residence:



MICHAEL BURKES, NOTARY PUBLIC
 Residence - Summit County
 State Wide Jurisdiction, Ohio
 Expiration Date May 30, 2022
 2017-RE-648384

This instrument prepared by Anthony Lewis, PNC Bank, N.A.

Please return to: PNC Bank, N.A.
 Lending Services
 ATTN: Kelly Clemenich
6750 Miller Rd. M.S. BR-YB58-01-B
Brecksville, OH 44141

UNOFFICIAL COPY

Burnet File Number: 2210020-00803

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: UNIT NO. 408 IN THE 800 WEST CORNELIA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 100 FEET OF THE SOUTH 110 FEET LYING WEST OF THE WEST LINE OF HALSTED STREET AND NORTH OF THE NORTH LINE OF CORNELIA AVENUE OF LOT 7 IN CIRCUIT COURT PARTITION OF THE NORTH (3/4) OF THE EAST (1/2) OF THE SOUTHEAST (1/4) OF SECTION 20, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOT 63 IN BENTON'S ADDISON STREET ADDITION, BEING A SUBDIVISION OF THE EAST 102.9 FEET OF LOT 1 AND LOT 7 (EXCEPT THE EAST 100 FEET OF THE SOUTH 110 FEET THEREOF) IN CIRCUIT COURT PARTITION OF THE NORTH (3/4) OF THE EAST (1/2) OF THE SOUTHEAST (1/4) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 OF THE THIRD PRINCIPAL MERIDIAN ALL TAKEN AS A SINGLE TRACT (EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.24 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.74 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT (THE SOUTHEAST CORNER OF SAID TRACT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 7); THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 2.05 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. CORNELIA AVENUE); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.71 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES SECONDS WEST, 26.53 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 40.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 5.88 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.29 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.38 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST, 26.14 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 16.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 33.97 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 15.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.73 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.73 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 32.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.83 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 24.14 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.77 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.82 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.77 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 24.16 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, .075 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.83 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 MINUTES 00 SECONDS EAST, 0.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 23.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.35 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 6, 2003 AS DOCUMENT 0315731128, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NOS. P-5 AND P-13 AND ROOF RIGHT NO. R-7, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION, AFORESAID, RECORDED AS DOCUMENT 0315731128.

UNOFFICIAL COPY

Burnet File Number: 2210020-00803

Permanent Index Number(s): 14-20-407-050-1024

Property of Cook County Clerk's Office