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Doc#: 2200512272 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/05/2022 10:57 AM Pg: 1 of 5

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

Non-Agency

FOR RECORDER'S USE ONLY

10007452-DDZ 1/1 GIT

This Modification of Mortgage prepared by:

TAMI CLIFF, COMMERCIAL SERVICES ASSOCIATE
Providence Bank & Trust
630 East 162nd Street
South Holland, IL 60473

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2021, is made and executed between CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, not personally but as Trustee on behalf of CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, TRUST NO. 510255, DATED DECEMBER 15, 1992, whose address is 15255 SOUTH 94th AVENUE SUITE 604, ORLAND PARK, IL 60462 (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 October 28, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded December 1, 2003 as Document No. 0333541116.

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

LOT 159 IN DIVISION 3 OF THE SOUTH SHORE DIVISION OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30 AFORESAID IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7463-65 SOUTH SOUTH SHORE DRIVE, CHICAGO, IL 60649-3863. The Real Property tax Identification number is 21-30-123-023-0000.

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

DEFINITIONS.

NOTE. The word "Note" means the promissory note dated November 22, 2021, in the original principal amount of \$1,382,792.16 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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MODIFICATION OF MORTGAGE (Continued)

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The interest rate on the Note is a variable interest rate based upon one or more rates. Payments on the Note are to be made in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments of \$10,268.00 each, beginning December 22, 2021, with interest calculated on the unpaid principal balances at an interest rate of 4.000% based on a year of 360 days ("Payment Stream 1"); 59 monthly consecutive principal and interest payments in the initial amount of \$10,268.00 each, beginning December 22, 2026, with interest calculated on the unpaid principal balances at an interest rate based on the Weekly Average Yield on United States Treasury Securities adjusted to a constant maturity of five (5) years (currently 1.220%), plus a margin of 2.750%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.000% based on a year of 360 days ("Payment Stream 2"); and one principal and interest payment of \$567,024.73 on November 22, 2031, with interest calculated on the unpaid principal balances at an interest rate based on the Weekly Average Yield on United States Treasury Securities adjusted to a constant maturity of five (5) years (currently 1.220%) plus a margin of 2.750%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.000% based on a year of 360 days ("Payment Stream 3"). This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that there are no changes in any index for this loan; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note. If any index for this loan increases, the payments tied to that index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to an index for this loan 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 4.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is November 22, 2031. **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 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.

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MODIFICATION OF MORTGAGE (Continued)

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 22, 2021.

GRANTOR:

CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, TRUST NO. 510255, DATED DECEMBER 15, 1992

CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 12-15-1992 and known as CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, TRUST NO. 510255, DATED DECEMBER 15, 1992.

By: 
TRUST OFFICER MARTHA LOPEZ



LENDER:

PROVIDENCE BANK & TRUST

X 
Authorized Signer

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.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

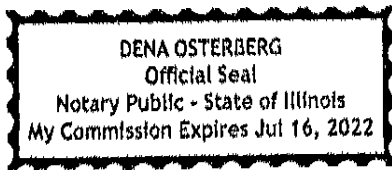
On this 22nd day of November 2021 before me, the undersigned Notary Public, personally appeared TRUST OFFICER, MARTHA LOPEZ of CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, Trustee of CHICAGO TITLE LAND TRUST AS SUCCESSOR TRUSTEE TO PRIVATE BANK AND TRUST COMPANY, TRUST NO. 510255, DATED DECEMBER 15, 1992, 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 _____ Residing at _____

Notary Public in and for the State of Illinois

My commission expires July 16, 2022

[Handwritten Signature]



[Watermark: Cook County Clerk's Office]

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
)
 COUNTY OF Lake) SS
)

On this 14th day of December, 2021 before me, the undersigned Notary Public, personally appeared William Schmidt 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 1/2th Str, Munster, IN 46321

Notary Public in and for the State of IN

My commission expires 12/13/28

