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Doc#. 2202155308 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 01/21/2022 03:55 PM Pg: 1 of 8

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

SEND TAX NOTICES TO:

Agustin Alvarado
3004 N. Keating Ave.
Chicago, IL 60641

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Documentation
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 9, 2022, is made and executed between Agustin Alvarado, whose address is 3004 N. Keating Ave., Chicago, IL 60641 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated January 9, 2002 recorded on January 22, 2002 as Document No. 0020083675 in Cook County Recorder of Deeds and an Assignment of Rents dated January 9, 2002 recorded in January 22, 2002 as Document Number 0020083676 in Cook County Recorder of Deeds.

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

LOT 17 IN BLOCK 2 IN CHICAGO HEIGHTS BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5141 W. Fullerton Ave., Chicago, IL 60639. The Real Property tax identification number is 13-33-200-008-0000.

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

This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:

1. The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Note. The word "Note" means the Promissory Note dated January 9, 2022, between Borrower and Lender, in the original principal amount of \$121,713.26, together with all renewals of, extensions of,

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MODIFICATION OF MORTGAGE (Continued)

modifications of, refinancing of, consolidations of, and substitutions for the Note.

2. The word "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

Lender. The word "Lender" means Byline Bank formerly known as North Community Bank successor by merger with Plaza Bank

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 endorser 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. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Borrower, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Borrowers as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note 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. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Borrower, and the Lender is not Borrower's agent for payment of the taxes and assessments required to be paid by Borrower. If a security interest is also being granted to Lender in any real estate on which the Collateral is situated, then any provision relating to escrow or reserve accounts in the mortgage, deed of trust, or other real estate security instrument granting such interest has priority over this provision. .

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 9, 2022.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR:

X *Agustin Alvarado*
Agustin Alvarado

LENDER:

BYLINE BANK

X *Adam D. Acosta*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Agustin Alvarado**, 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.

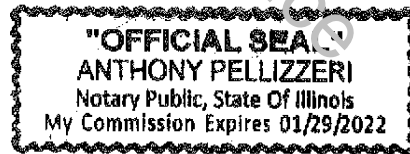
Given under my hand and official seal this 11TH day of JANUARY, 20 22.

By ANTHONY PELLIZZERI *[Signature]*

Residing at 7455 W GRAND AVE ELMWOOD PARK IL 60707

Notary Public in and for the State of ILLINOIS

My commission expires 01/29/22



Commission No. 869508

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF FL)
) SS
 COUNTY OF COOK)

On this 14 day of January, 2022 before me, the undersigned Notary Public, personally appeared Adam Harrington and known to me to be the Loan officer, authorized agent for Byline Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank, duly authorized by Byline 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 Byline Bank.

By Sonia A. Medina Residing at 742 W. Diversy Place

Notary Public in and for the State of FL

My commission expires 2/24/2025



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