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Doc#. 2204107121 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/10/2022 08:42 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
Northbrook Bank & Trust
Company, N.A.
1100 Waukegan Road
Northbrook, IL 60062

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Loan Operations, Loan Documentation Administrator
Northbrook Bank & Trust Company, N.A.
1100 Waukegan Road
Northbrook, IL 60062

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 2021, is made and executed between Jose Ramirez aka Jose C. Ramirez, whose address is 3332 W. 63rd Place, Chicago, IL 60629 (referred to below as "Grantor") and Northbrook Bank & Trust Company, N.A., whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 15, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Commercial Real Estate Mortgage and Assignment of Leases and Rents dated July 15, 2005 and recorded on July 21, 2005 in the office of the Cook County Recorder, as Document No. 0520235601.

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

PARCEL 1: UNIT 6240-1, IN 6240-6242 SOUTH TROY STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 14 AND 15 IN BLOCK 13 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 17, 2007, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS. AS DOCUMENT NO. 0722915109 AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-4, AND STORAGE SPACE S-4, AS DEFINED AND DELINEATED ON THE PLAT OF SURVEY, AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF UNIT 6240- 1 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM; THE GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS AS SET FORTH IN THE DECLARATION FOR THE REMAINING LAND DESCRIBED THEREIN.

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MODIFICATION OF MORTGAGE (Continued)

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PARCEL 1: UNIT 6240-3, IN 6240-6242 SOUTH TROY STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 14 AND 15 IN BLOCK 13 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 17, 2007, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS. AS DOCUMENT NO. 0722915109 AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-6, AND STORAGE SPACE S-7, AS DEFINED AND DELINEATED ON THE PLAT OF SURVEY, AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF UNIT 6240-3 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM; THE GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS AS SET FORTH IN THE DECLARATION FOR THE REMAINING LAND DESCRIBED THEREIN.

PARCEL 1: UNIT 6242-G (ALSO KNOWN AS 6240-G), IN 6240-6242 SOUTH TROY STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 14 AND 15 IN BLOCK 13 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 17, 2007, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS. AS DOCUMENT NO. 0722915109 AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-7 , PARKING SPACE P-8, STORAGE SPACE S-5, AND STORAGE SPACE L.C.E. FOR UNIT 6240-G LIMITED COMMON ELEMENTS, AS DEFINED AND DELINEATED ON THE PLAT OF SURVEY, AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF UNIT 6242-G AS SET FORTH IN THE DECLARATION OF CONDOMINIUM; THE GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS AS SET FORTH IN THE DECLARATION FOR THE REMAINING LAND DESCRIBED THEREIN.

The Real Property or its address is commonly known as 6240-6242 S. Troy, Units 1N, 3N & Garden, Chicago, IL 60629. The Real Property tax identification number is 19-13-324-036-1001, 19-13-324-036-1003 and 19-13-324-036-1004.

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

1. Any references to the maturity date in the Mortgage shall hereby be deleted in their entirety so that the validity of the Mortgage shall remain continuous and uninterrupted.

2. Any references to "Note" or Promissory Note" are hereby amended and restated in their entirety and shall mean the following:

Note. The word "Note" means a Promissory Note dated November 24, 2021, as amended from time to time, in the original principal amount of \$43,437.52 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

3. The legal description of the properties are hereby amended and restated in their entirety to read as above.

4. The following sections are hereby added to the Mortgage:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not

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including sums advanced to protect the security of the Mortgage, exceed \$86,875.04

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

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, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. 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 right 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 Documents 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 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 EXTENT 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.

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

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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.

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 24, 2021.

GRANTOR:

x Jose C. Ramirez
Jose C. Ramirez

LENDER:

NORTHBROOK BANK & TRUST COMPANY, N.A.

x Mark Babuj
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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On this day before me, the undersigned Notary Public, personally appeared Jose C. Ramirez, 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 3rd day of December, 2021.

By [Signature] Residing at 3234 N Damen Chicago IL 60618

Notary Public in and for the State of IL

My commission expires 9/12/23



LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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On this 3rd day of December, 2021 before me, the undersigned Notary Public, personally appeared Mark Babicz and known to me to be the _____, authorized agent for Northbrook Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Northbrook Bank & Trust Company, N.A., duly authorized by Northbrook Bank & Trust Company, N.A. 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 Northbrook Bank & Trust Company, N.A.

By [Signature] Residing at 3234 N Damen Chicago IL 60618

Notary Public in and for the State of IL

My commission expires 9/12/23

