Doc# 2208834126 Fee ≇93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/29/2022 04:01 PM PG: 1 OF 5

This instrument was drafted by Javier Solorzano on behalf of U.S. Bank National Association, whose address is set forth in the "return to" paragraph immediately following this paragraph.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 3487, Oshkosh, WI 54903-3487.

AMENDMENT TO MORTGAGE (ILLINOIS)

This Amendment to Mortgage (this "amendment"), is made and entered into by Luis A Cortez and Pedro Hernandez (the "Mortgagor," whether one or more) and U.S. Bank National Association (the "Bank"), as of the date set forth below.

RECITALS

Mortgagor or its predecessor in interest execute a mortgage, originally dated or amended or restated as of October 6, 2016 (as amended and/or restated, the "we'rt; age"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in **Exhibit A** attached nereto.

Address: 205 27th Ave, Bellwood, Illinois 60104

PIN #: 15-09-208-033-1001, 15-09-208-033-1002, 15-09-208-037-1003, 15-09-208-033-1004,

15-09-208-033-1005

- The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on October 12, 2016, as Document No. 1628639007, and/or in Book/Volume/Reel Page/Image
- Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.
- Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and consideration, Mortgagor and Bank agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Mortgage.

References to Mortgagor and Bank. As used herein, (a) the term "Mortgagor" shall mean the same party as may be referred to as the "Mortgagor" or "Grantor," or by other similar terminology, in the Mortgage; and (b) the term "Bank" shall mean the same party as may be referred to as the "Mortgagee," "Bank" or "Lender," or by other similar terminology, in the Mortgage.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all are

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laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

Fees and Expenses. Mortgagor will pay all fees and expenses (including reasonable attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

Effectiveness of Prior Document. Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date burnet. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Further Assurances. Mortgagor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Bank, Mortgagor also shall do execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations focuse of, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Bank, all in form and substance satisfactory to Bank in its cole discretion and all at the expense of Mortgagor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Bank in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Mortgagor shall furnish to Bank exidence satisfactory to Bank of every such recording, filing or registration.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the unrinded Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. This Amendment shall not or construed as or be deemed to be a waiver by Bank of existing defaults by Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

Counterparts. This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

Electronic Records. Without notice to or consent of Mortgagor, Bank may create electronic images of this Amendment and destroy paper originals of any such imaged documents. Such images have the same 'egal force and effect as the paper originals and are enforceable against Mortgagor and any other parties thereto. Bank may convert this Amendment into a "transferrable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Bank's possession constituting an "authoritative copy." If Bank agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of this Amendment or other document required to be delivered under this Amendment, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Bank agrees, in its sole discretion, to accept any electronic signatures of this Amendment or other document required to be delivered under this Amendment, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Bank may rely on any such electronic signatures without further inquiry.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein (i) are within Mortgagor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which

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Mortgagor is bound. Mortgagor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Mortgagor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and this Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated by reference.

IN WITNUSS WHEREOF, the undersigned has/have executed this Amendment on the date shown in the notarial acknowledgment, effective as of October 15, 2021.

MORTGAGOR:
Name: Luis A Cortez
Pedro Hernández
Name: Pedro Hernandez
BANK:
U.S. Bank National Association
By:
Name and Title: Javier Solorzano, Officer MCHAL UNRICLEYIK
MORTGAGOR ADDRESS: 205 27th Ave, Bellwood, IL 601 14
BANK ADDRESS: 400 City Center, Oshkosh, WI 54901
C
MORTGAGOR NOTARIZATION
STATE OF Illinois)
) ss.
COUNTY OF Cook
This instrument was acknowledged before me on November 5, 2021, by Luis A Cortez.
(Notarial Seal)
Printed Name: Chrobet Kanirez Notary Public, State of: Turnois
My commission expires: September 7, 2025
ELISABET RAMIREZ Official Seal Notary Public - State of Illinois Any Commission Expires Sep. 8, 2025

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STATE OF Thouse) ss.	
STATE OF TVICUS COUNTY OF COOK State Of TVICUS State O	Printed Name: <u>Elisepet Ramires</u> Notary Public, State of: <u>Things</u> My commission expires: <u>Septembre</u> 8, 2025 NOTARIZATION
This instrument was acknowledged before me on Mi U.S. Bank National Association. (Notarial Seal) ELISABET RAMIREZ Official Seal Notary Public - State of Illinois My Commission Expires Sep 8, 2025	Printed Name: Elisabet Reminer Notary Public, State of: Thirois My commission expires: September 3, 2025

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EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: Luis A Cortez and Pedro Hernandez

Bank: U.S. Bank National Association

Legal Description of Land:

LOTS 36 AND 37 IN BLOCK 2 IN JOHN GLOS ADDITION TO MELROSE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 205 27th As

OF COUNTY CLOSELY'S OFFICE

Also known as: 205 27th Ave, Bellwood, Illinois