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RECORDATION REQUESTED BY:

CIBC Bank USA
Illinois - Oak Brook Office
1110 Jorie Boulevard
Oak Brook, IL 60523

Doc#: 2212239103 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/02/2022 09:55 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

CIBC Bank USA
Closer: Trina Bramlett
70 W. Madison, 8th Floor
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

Chicago Title Land Trust
Company

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Trina Bramlett
CIBC Bank USA
1110 Jorie Boulevard
Oak Brook, IL 60523



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2021, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to Lake View Trust and Savings Bank, as Trustee under Trust Agreement dated January 21, 1975 and known as Trust No. 3700, now known as Trust No. 24-3700-00 (referred to below as "Grantor") and CIBC Bank USA, whose address is 1110 Jorie Boulevard, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 13, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 7/21/2015 as Document No. 1520208049.

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

LOTS 21, 22 AND 23 IN BLOCK 5 IN SUBDIVISION BY EXECUTORS OF W.E. JONES IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3029-3035 Lincoln Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-29-109-013-0000.

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

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MODIFICATION OF MORTGAGE

(Continued)

The Definition of Note is hereby amended as follows: collectively, (a) that certain Promissory Note dated July 13, 2015 executed by Peerless Rug Company and Peerless Imported Rugs, Inc. in the original principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00) in favor of Lender, as modified from time to time; (b) that certain Promissory Note dated July 13, 2017 executed by Peerless Rug Company and Peerless Imported Rugs, Inc. in the principal amount of Eight Hundred Eleven Thousand One Hundred Fifty One & 00/100 Dollars (\$811,151.00) in favor of the Lender, as modified from time to time; and (c) that certain Promissory Note dated July 13, 2015 executed by Phillip Liss in the original principal amount of Three Hundred Seventy Four Thousand & 00/100 Dollars (\$374,000.00) in favor of Lender, as modified from time to time, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such notes or agreements.

THE AMOUNT OF THE MAXIMUM LIEN OBLIGATION IS INCREASED TO THREE MILLION SIXTY ONE THOUSAND FIVE HUNDRED NINETY EIGHT AND 58/100's DOLLARS (\$3,061,598.58).

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2021.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY
as trustee as aforesaid and not individually



By: *Astrid L. Martinez* **ASST. VICE PRESIDENT**
Authorized Signer for Chicago Title Land Trust Company

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.

LENDER:

CIBC BANK USA

X _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

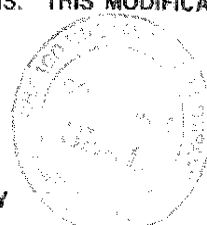
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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as amended 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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GRANTOR:



CHICAGO TITLE LAND TRUST COMPANY
(as trustee as agent and not individually)

By: [Signature] **VICE PRESIDENT**
Authorized Signer for Chicago Title Land Trust Company

This instrument is a legal document and its contents, not particularly, but in general, are intended to be understood by the parties to it. It is expected that the parties to this instrument will understand its contents and the legal effect of the same. The parties to this instrument are advised that they are entering into this instrument voluntarily and without duress, coercion, fraud, or undue influence. The parties to this instrument are advised that they are entering into this instrument with full knowledge of the contents and legal effect of the same. The parties to this instrument are advised that they are entering into this instrument with full knowledge of the contents and legal effect of the same. The parties to this instrument are advised that they are entering into this instrument with full knowledge of the contents and legal effect of the same.

LENDER:

CIBC BANK USA

X [Signature]
Authorized Signer

[Handwritten signature]

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 4th day of March, 2021, before me, the undersigned Notary Public, personally appeared Patricia C. Martinez, ASST. VICE PRESIDENT of Chicago Title Land Trust Company, 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 Selem Sandoval Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 6/3/23



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 9th day of March, 2021 before me, the undersigned Notary Public, personally appeared Christopher Ebert and known to me to be the Managing Director, authorized agent for **CIBC Bank USA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CIBC Bank USA**, duly authorized by **CIBC Bank USA** 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 **CIBC Bank USA**.

By [Signature] Residing at Sten Ellyn, Illinois
 Notary Public in and for the State of Illinois
 My commission expires Oct. 23, 2024



County Clerk's Office