

# UNOFFICIAL COPY

**THIS INSTRUMENT PREPARED BY:  
AND RECORD AND RETURN TO:**

**Katherine M. Spangler  
Loan Specialist  
Park Ridge Community Bank  
626 Talcott Road  
Park Ridge, IL 60068  
(847) 384-9200**

Doc#: 2229033094 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/17/2022 10:04 AM Pg: 1 of 7

**ADDRESS OF PROPERTY:**

**For Recorders Use Only**

**1924 Asbury Avenue  
Evanston, IL 60201**

**PIN: 10-13-212-019-0007  
PR101422-2**

## **MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS**

THIS MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS made as of the 7<sup>th</sup> day of September, 2022, effective as of July 22, 2022 (this "Modification Agreement"), by and among TEMP CAPITAL INC., AN ILLINOIS CORPORATION ("Mortgagor") and PARK RIDGE COMMUNITY BANK ("Mortgagee").

### **RECITALS**

Mortgagee provided a \$202,500.00 loan (the "Loan") to Mortgagor, (the "Borrower"), as evidenced by a Promissory Note in the amount of \$202,500.00 (the "Note") dated as of July 22, 2021 payable to Borrower which Note is contemporaneously herewith being modified pursuant to the terms of an Amended and Restated Promissory Note in the amount of \$202,500.00 dated of even date herewith executed by Borrower (hereinafter referred to with all extensions, renewals, modifications and substitutions thereof as the "Note").

Repayment of the Loan is secured in part by that certain Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment") dated as of July 22, 2021 and recorded on August 2, 2021 in the office of the Cook County Recorder, Illinois, as Document Numbers: 2121408319 and 2121408320, respectively, which encumbers certain real estate located in Cook County, Illinois legally described on Exhibit "A" attached hereto (the "Mortgaged Property"). The parties hereto desire and do hereby restate, reaffirm and regrant said Mortgage so the Mortgage and

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## MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

Assignment of Rents are hereafter, and have heretofore from the original date of the Loan remained as collateral security for the repayment of the Loan.

WHEREAS, Borrower has requested an extension of the maturity; and

WHEREAS, Mortgagee has agreed subject to and provided Mortgagor complies with certain terms and conditions including, but not limited to Borrower executing and delivering an Amended and Restated Promissory Note ("Amended and Restated Note") dated of even date herewith and in form acceptable to Mortgagee.

The parties hereto desire to enter into this Modification of Mortgage and of Assignment of Rents for the purpose of modifying the Mortgage and the Assignment of Rents to accurately reflect that the Amended and Restated Note is secured hereby

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the Note and Collateral Documents as follows:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The term "Note" as it appears in the Mortgage and Assignment of Rents means the Amended and Restated Note as amended, modified, or re-stated from time to time.
3. Any reference to maturity date in the Mortgage is hereby extinguished retroactive to the original date of the Note.
4. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties, their successors and assigns.

This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this agreement may contain more than one counterpart of the signature page and this agreement may be executed by affixing of the signatures of each of the parties to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

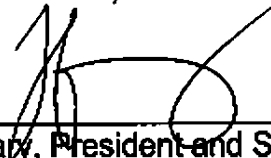
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 7<sup>th</sup> day of September, 2022, effective as of July 22, 2022.

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**MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS**


Mortgagor:

TEMP CAPITAL INC., AN ILLINOIS CORPORATION

By:   
John Cleary, President and Secretary  
of Temp Capital Inc., an Illinois Corporation

PARK RIDGE COMMUNITY BANK

By:   
John Hunt, Vice President

Attest:   
Thomas Carter, Jr., Loan Officer

Property of Cook County Clerk's Office

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**MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS**

**CORPORATE ACKNOWLEDGMENT**

(STATE OF ILLINOIS)

COUNTY OF COOK

On this 7<sup>th</sup> day of September, 2022, before me, the undersigned Notary Public, personally appeared John Cleary, President and Secretary of TEMP Capital Inc., an Illinois Corporation, and known to me to be a member or designated agent of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, by authority of statute, its articles of organization or its bylaws, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and in fact executed it on behalf of the corporation.

By: Timothy J. Coyne Residing at Carle Lodge

Notary Public in and for the State of IL

My commission expires 09/10/2024

OFFICIAL SEAL  
TIMOTHY J COYNE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 09/10/24

County Clerk's Office



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**MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS**

**BANKING CORPORATION ACKNOWLEDGMENT**

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

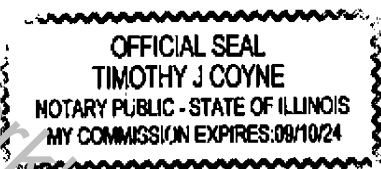
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas Carter, Jr., personally known to me to be the Loan Officer of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 7<sup>th</sup> day of September, 2022.

By: Timothy J. Coyne Residing at Park Ridge

Notary Public in and for the State of IL

My commission expires 09-10-2024



This document prepared by Katherine Spangler, Loan Specialist, Park Ridge Community Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL. 60068

MAIL TO: PARK RIDGE COMMUNITY BANK, 626 TALCOTT ROAD, P.O. BOX 829, PARK RIDGE, ILLINOIS 60068

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**MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS**

**EXHIBIT "A"**

THE SOUTH HALF (1/2) OF LOT 5, IN BLOCK 6 IN T. CRAVEN'S RESUBDIVISION OF BLOCKS 1, 6, AND 7 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTH PART OF THE NORTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ADDRESS: 1924 ASBURY AVENUE, EVANSTON, IL 60201

PIN: 10-13-212-019-0000

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