

# UNOFFICIAL COPY

Doc#. 2232013170 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/16/2022 11:28 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**  
LAKESIDE BANK  
Loan Operations  
1055 W ROOSEVELT RD  
CHICAGO, IL 60608

**SEND TAX NOTICES TO:**  
LAKESIDE BANK  
UIC/NEAR WEST  
1055 W ROOSEVELT RD  
CHICAGO, IL 60608

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Lady McGuire  
Lakeside Bank  
1055 W Roosevelt  
Chicago, IL 60608

## MODIFICATION OF MORTGAGE



\*#####074006302022#####\*

**THIS MODIFICATION OF MORTGAGE** dated June 30, 2022, is made and executed between James W. Bracken III a/k/a James W. Bracken and Kelly L. Bracken, husband and wife, as joint tenants, whose address is 9109 West 123rd Street, Palos Park, IL 60464 (referred to below as "Grantor") and Lakeside Bank, whose address is 1055 W Roosevelt, Chicago, IL 60608 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 30, 2020 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on January 6, 2021 as Document Number 2100601396.

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

LOT 1 IN PARK ACRES, A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 12002 S. 88th Avenue, Palos Park, IL 60464. The Real Property tax identification number is 23-27-203-029-0000.

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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**


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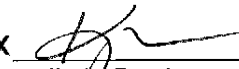
Delete and restate Note definition as follows: **Note.** The word "Note" means the Promissory Note dated July 30, 2020, in the original principal amount of \$875,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions thereof. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. All other terms and conditions shall remain in full force and 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 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 JUNE 30, 2022.)**


GRANTOR:

X   
James W. Bracken, III a/k/a James W. Bracken

X   
Kelly E. Bracken

LENDER:

LAKESIDE BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **James W. Bracken, III a/k/a James W. Bracken**, 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 29<sup>th</sup> day of June, 2022.

By Danielle Graziani Residing at Lakeside Bank, Chicago

Notary Public in and for the State of Illinois

My commission expires 5/3/2024



### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Kelly L. Bracken**, 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 29<sup>th</sup> day of June, 2022.

By Danielle Graziani Residing at Lakeside Bank, Chicago

Notary Public in and for the State of Illinois

My commission expires 5/3/2024



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 29<sup>th</sup> day of June, 2022 before me, the undersigned Notary Public, personally appeared Nick Wycklendt and known to me to be the Senior VP, authorized agent for **Lakeside Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Lakeside Bank**, duly authorized by **Lakeside 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 **Lakeside Bank**.

By Danielle Graziani Residing at Lakeside Bank, Chicago  
 Notary Public in and for the State of Illinois  
 My commission expires 5/3/2024



#### Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **LAKESIDE BANK** NMLSR ID: **528825**  
 Individual: **NICK WYCKLENDT** NMLSR ID: **906346**