

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Byline Bank formerly known as  
North Community Bank, an  
Illinois banking corporation,  
successor by merger with  
Metrobank, successor by  
merger with Metropolitan Bank  
and Trust Company  
Corporate Headquarters  
180 N. LaSalle St.  
Suite 300  
Chicago, IL 60601

Doc#: 2233447025 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 11/30/2022 09:44 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Byline Bank  
C/O Post Closing Department  
1800 S. Halsted Street, 2nd  
Floor  
Chicago, IL 60608

**SEND TAX NOTICES TO:**

Carlos Gonzalez  
21034 Narrow Gate Dr.  
Houston, TX 77095

**FOR RECORDER'S USE ONLY****This Modification of Mortgage prepared by:**

Angie Vedders, Loan Documentation Specialist  
Byline Bank  
180 N. LaSalle St.  
Chicago, IL 60601

---

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 25, 2022, is made and executed between Carlos Gonzalez, whose address is 9457 Via Elegante, Wellington, FL 33411-6553 (referred to below as "Grantor") and Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company, whose address is 180 N. LaSalle St., Suite 300, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 25, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 29, 2008 as Document No. 0821155028 and an Assignment of Rents dated July 25, 2008,  
Recorded July 29, 2008 as Document No. 821155029.

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

LOT 3 IN BLOCK 1 IN ELAINE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR STREETS) IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1904 S. Cicero Ave., Cicero, IL 60804. The Real Property tax identification number is 16-21-423-023-0000.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

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

**This Modification of Mortgage reflects that the following items and paragraphs are hereby inserted to the Mortgage and Assignment of Rents and is made a part thereof:**

The paragraph entitled "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Lender.** The word "Lender" means Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company, its successors and assigns.

The paragraph entitled "Waiver of Right of Redemption" in the Mortgage and Assignment of Rents is hereby added with the following:

**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.

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Note.** The word "Note" means the promissory note dated July 25, 2008, in the original principal amount of \$200,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

All other terms and conditions not specifically amended herein, remain unchanged and in full 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 OCTOBER 25, 2022.**

**GRANTOR:**

x   
 Carlos Gonzalez

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

LENDER:

BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION, SUCCESSOR BY MERGER WITH METROBANK, SUCCESSOR BY MERGER WITH METROPOLITAN BANK AND TRUST COMPANY

X [Signature]  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

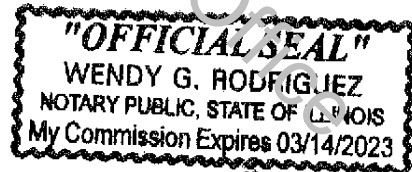
On this day before me, the undersigned Notary Public, personally appeared **Carlos Gonzalez**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of OCTOBER, 2022.

By WENDY G. RODRIGUEZ Residing at 4653 S. KEDZIE AVE.

Wendy G. Rodry  
Notary Public in and for the State of ILLINOIS  
CHICAGO, IL 60632

My commission expires 03-14-2023



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

)

On this 26TH day of OCTOBER, 2022 before me, the undersigned Notary Public, personally appeared CARLOS GONZALEZ and known to me to be the \_\_\_\_\_, authorized agent for **Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company**, duly authorized by **Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company** 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 **Byline Bank formerly known as North Community Bank, an Illinois banking corporation, successor by merger with Metrobank, successor by merger with Metropolitan Bank and Trust Company**.

By WENDY G. RODRIGUEZ  
Wendy Rodriguez  
 Notary Public in and for the State of ILLINOIS

Residing at 4658 S. KEDZIE AVE.  
CHICAGO, IL 60632

My commission expires 03-14-2023

