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#2300515015\*

Doc# 2300515015 Fee \$93.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/05/2023 10:26 AM PG: 1 OF 8

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

U.S. Bank National Association  
400 City Center  
Oshkosh, WI 54901

**AMENDMENT TO COMMERCIAL MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF LEASES AND RENTS  
(WISCONSIN)**

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**THIS AMENDMENT TO COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS** (this "**Amendment**") is made as of December 9, 2022 by and between NEAL VACCARO, an individual with an address of 19511 Kevin Lane, Mokena, IL 60448 and CAROLYN A. VACCARO, an individual with an address of 19511 Kevin Lane, Mokena, IL 60448 (collectively and jointly and severally, the "**Mortgagor**"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "**Bank**"), successor-in-interest to the Federal Deposit Insurance Corporation, Receiver of Citizens National Bank, fka RBS Citizens, N.A.

**RECITALS:**

The Mortgagor has executed and delivered to the Bank, or its predecessor in interest, that certain Term Note dated October 31, 2012 in the original principal amount of \$777,175.00, as amended and supplemented by that certain Loan Modification Agreement as of the date hereof (the "**2022 Loan Modification Agreement**," and said Term Note, as so amended and supplemented, is hereinafter called the "**Note**").

The Mortgagor's obligations under the Note are secured by, *inter alia*, (i) the Commercial Mortgage, Security Agreement and Assignment of Leases and Rents dated October 31, 2012 executed by the Mortgagor and filed for record on November 26, 2012 as Doc# 1233155053, and assigned to the Bank by (ii) the Assignment of Commercial Mortgage, Security Agreement and Assignment of Leases and Rents dated effective as of June 20, 2014 filed for record on July 30, 2014 as Doc# 1421155034 each in the Office of the Recorder of Deeds, Cook County, Illinois; (as amended, supplemented or otherwise modified from time to time, the "**Mortgage**").

The Mortgage encumbers the land legally described on **Exhibit A** attached hereto, together with the improvements now or hereafter constructed thereon and other property, as more particularly described in the Mortgage (collectively, the "**Property**"); and

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WHEREAS, in connection with the 2022 Loan Modification Agreement, the Mortgagor and the Bank desire to amend the Mortgage, as specifically hereinafter set forth.

## AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals; Capitalized Terms. The Mortgagor hereby acknowledges that the recitals set forth above are true and correct, and such recitals are hereby made a part of this Amendment. Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Mortgage.

2. Amendments to Mortgage.

a. Amendment to the definition of "Loan Documents". The definition of "Loan Documents" set forth in Section 1.1 is amended to read as follows:

"Loan Documents" means together and individually the Note, the Mortgage and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guaranteeing or otherwise related to the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

b. Amendment to Section 1.6 "Obligations". Section 1.6 "Obligations" is amended to read as follows:

1.6 "Obligations" means the loan by Bank to Neal Vaccaro and Carolyn Vaccaro (the "Borrower") evidenced by the Term Note originally dated as of October 31, 2012, in the stated or amended principal amount(s) of \$777,175.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto, and if a revolving credit, such amounts as may be advanced, paid down and readvanced from time to time thereunder (the "Note"); all of Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to Bank under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Mortgagor's obligations under the Mortgage; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of the Mortgage, and reasonable attorneys' fees of

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both inside and outside counsel. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

c. Section 1.7 “**Future Advances**” is deleted in its entirety.

d. Certain References. All references in the Mortgage to “this Mortgage” mean the Mortgage, as amended by this Amendment.

3. Ratification of the Mortgage. The Mortgagor agrees that the Mortgage, as hereby amended, remains in full force and effect. All of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants and representations of the Mortgagor under the Mortgage, as amended by this Amendment, and any and all other documents and agreements entered into by the Mortgagor in connection with the Mortgage, are incorporated herein by reference and are hereby ratified and affirmed in all respects by the Mortgagor. The Mortgagor acknowledges and agrees that the security interests created by the Mortgage, as amended by this Amendment, continue to secure the Mortgagor’s obligations under the Note. The Mortgagor further acknowledges and agrees that there are no offsets, defenses or counterclaims assertable by the Mortgagor under or in connection with the Mortgage, as amended by this Amendment.

4. Merger and Integration, Superseding Effect. The Mortgage, as amended by this Amendment, the Note and the other Loan Documents (as defined in the 2022 Loan Modification Agreement) embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and thereof, and supersede and have merged into it all prior and written agreements in the same subjects by and between the parties hereto with the effect that the Mortgage, as amended by this Amendment, the Note or the other Loan Documents, as the case may be, shall control.

5. Governing Law. Creation, perfection, priority, enforcement and foreclosure of the Mortgage and the liens and remedies hereunder, at law or in equity, will be governed by the laws of the state in which the Property is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties to this Amendment in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Mortgagor and the Bank have executed and delivered this Amendment as of the date first above written.

By: Neal Vaccaro  
Neal Vaccaro

By: Carolyn Vaccaro  
Carolyn A. Vaccaro

U.S. BANK NATIONAL ASSOCIATION,  
a national banking association

By: [Signature]  
Lonny S. Klaff, Vice President

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## ACKNOWLEDGMENT (Mortgagor – Neal Vaccaro)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this December 09, 2022, by Neal Vaccaro.

Samantha Lynn Swanson  
(Signature of person taking acknowledgment)  
Notary Public  
Serial Number, if any: \_\_\_\_\_



## ACKNOWLEDGMENT (Mortgagor – Carolyn A. Vaccaro)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this December 09, 2022, by Carolyn A. Vaccaro.

Samantha Lynn Swanson  
(Signature of person taking acknowledgment)  
Notary Public  
Serial Number, if any: \_\_\_\_\_

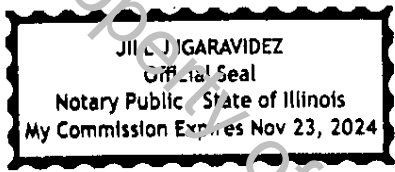


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## ACKNOWLEDGMENT (U.S. Bank National Association)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Bureau )

The foregoing instrument was acknowledged before me this December 13, 2022, by Lonny S. Klaff, a Vice President of U.S. Bank National Association, a national banking association, on behalf of the national banking association.



[Handwritten Signature]  
(Signature of person taking acknowledgment)  
Notary Public  
Serial Number, if any: \_\_\_\_\_

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 5 TO 10, BOTH INCLUSIVE, (EXCEPT FROM SAID LOT 5 THE WEST 25 FEET THEREOF DEDICATED FOR PUBLIC ALLEY BY DOCUMENT 20965531) IN BLOCK 28 IN IRONDALE SUBDIVISION OF THE EAST 1/2 (SOUTH OF INDIAN BOUNDARY LINE) IN SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 7 TO 10 INCLUSIVE IN SUBDIVISION OF WEST 187 1/2 FEET OF THE EAST 323 FEET OF BLOCK 28 AFORESAID, ALSO ALL THAT PART OF NORTH SOUTH 12 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING WEST LINE OF LOTS 7 TO 10 IN BLOCK 28 AFORESAID AND LYING EAST OF AND ADJOINING EAST LINE OF LOTS 7 TO 10 AND LYING SOUTH OF AND ADJOINING NORTH LINE LOT 7 PRODUCED EAST 14 FEET IN SUBDIVISION OF WEST 187.5 FEET OF EAST 323 FEET OF BLOCK 28 AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

AN IRREGULAR SHAPED PARCEL OF LAND WHICH IS PART OF BLOCK 29 IN IRONDALE, A SUBDIVISION OF THE EAST 1/2 (SOUTH OF THE INDIAN BOUNDARY LINE) OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE 100 FOOT STRIP OF LAND LYING BETWEEN BLOCKS 28 AND 29 IN SAID IRONDALE SUBDIVISION DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 28 WITH THE WEST LINE OF THE EAST 40 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 40 FEET OF THE NORTH EAST 1/4 OF SAID SECTION 13 A DISTANCE OF 35 FEET TO POINT OF BEGINNING OF THE AFORESAID PARCEL OF LAND; THENCE WEST IN A LINE 35 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID BLOCK 28 A DISTANCE OF 280 FEET; THENCE SOUTH IN LINE PARALLEL TO THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 13, A DISTANCE OF 340.96 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY CURVED LINE OF THE CHEMETRON CORPORATION FORMERLY KNOWN AS NATIONAL CYLINDER GAS COMPANY PROPERTY; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY CURVED LINE BEING CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 460.925 FEET A DISTANCE OF 371.60 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 40 FEET OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 112.31 FEET TO THE POINT OF BEGINNING, SITUATED IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

ALL THAT PART OF THE HEREINAFTER DESCRIBED IRREGULAR PARCEL OF LAND LYING EAST OF A LINE 320 FEET WEST OF (BY RECTANGULAR MEASUREMENT) THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE EAST 109TH STREET EXTENDED WEST AND A LINE WHICH IS 53 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL TO THE NORTHEASTERLY LINE OF THE ORIGINAL 66 FOOT RIGHT OF WAY

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OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, THENCE SOUTHEASTERLY ON SAID LINE 53 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY ORIGINAL RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 40 FEET OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 40 FEET OF SAID NORTHEAST 1/4 TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST 1/4 A DISTANCE OF 330.59 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST, SOUTH AND SOUTHWEST HAVING A RADIUS OF 460.925 FEET AN ARC DISTANCE OF 1045.37 FEET MORE OR LESS, TO A POINT IN A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF BENSLEY AVENUE EXTENDED SOUTH AND THE SOUTH LINE OF EAST 109TH STREET EXTENDED WEST WHICH STRAIGHT LINE MAKES AN ANGLE OF 67 DEGREES 37 MINUTES 40 SECONDS WITH THE SOUTH LINE OF EAST 109TH STREET; THENCE NORTHWESTERLY ON SAID STRAIGHT LINE 390.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 109TH STREET EXTENDED WEST AND THE WEST LINE OF BENSLEY AVENUE EXTENDED SOUTH; THENCE WEST ALONG THE SOUTH LINE OF EAST 109TH STREET EXTENDED WEST TO THE POINT OF BEGINNING; (EXCEPT THAT PART OF THE HERETOFORE DESCRIBED PARCEL OF LAND LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE POINT OF BEGINNING OF THE HERETOFORE DESCRIBED PARCEL; THENCE EAST ALONG THE SOUTH LINE OF THE AFORESAID EAST 109TH STREET EXTENDED WEST 23.99 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE 73 FEET NORTH EAST OF MEASURED AT RIGHT ANGLES TO, AND PARALLEL TO THE NORTH EAST LINE OF THE AFORESAID ORIGINAL 66 FOOT CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID LINE 73 FEET NORTH EAST OF AND PARALLEL TO THE NORTH EAST LINE OF SAID ORIGINAL 66 FOOT RIGHT OF WAY A DISTANCE OF 656.00 FEET, MORE OR LESS, TO A POINT OF TANGENT WHICH IS 223.72 FEET NORTH WEST OF THE NORTH LINE OF THE SOUTH 40 FEET OF SAID NORTH EAST 1/4 OF SAID SECTION 13 AS MEASURED ALONG SAID PARALLEL LINE EXTENDED SOUTHEASTERLY TO AN INTERSECTION WITH SAID NORTH LINE OF SAID SOUTH 40 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 371.97 FEET AN ARC DISTANCE OF 366.59 FEET MORE OR LESS TO A POINT OF TANGENT 60 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 13 WHICH POINT IS 508.75 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 60 FEET OF THE NORTH EAST 1/4 OF SAID SECTION 13, 177.18 FEET TO A POINT OF TANGENT; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH EAST TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 371.97 FEET AN ARC DISTANCE OF 335.09 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 40 FEET OF SAID NORTH EAST 1/4 WHICH POINT IS 201.00 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 13), IN COOK COUNTY, ILLINOIS.

The street address and property tax identification number(s) of the above-described property are as follows:

Street Address: 10938 South Torrance Avenue and 10910 South Torrance Avenue, Chicago IL 60617

PIN #(s): 25-13-211-022-0000; 25-13-211-023-0000; 25-13-212-006-0000; 25-13-212-008-0000