

# UNOFFICIAL COPY

Doc#: 2322928110 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/17/2023 02:42 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Gold Coast Bank  
Main Office  
1165 N. Clark St., Suite 200  
Chicago, IL 60610

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Catherine Lopez, Loan Processor  
Gold Coast Bank  
1165 N. Clark St., Suite 200  
Chicago, IL 60610

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated July 21, 2023, is made and executed between Peter J. Koch a/k/a Peter Koch and Halle Rae Koch a/k/a Halle Koch, husband and wife (referred to below as "Grantor") and Gold Coast Bank, whose address is 1165 N. Clark St., Suite 200, Chicago, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 15, 2020 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Document number 2111925126.**

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

LOT 2 IN SWANSON'S RESUBDIVISION OF LOTS 35, 36 AND 37 IN EPSON'S COUNTRY CLUB MANOR SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1509 Kaywood Lane, Glenview, IL 60025. The Real Property tax identification number is 04-25-316-029-0000.

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

The Mortgage hereby secures an additional principal amount of \$250,000.00 (the "Additional Credit") being extended to the borrower under the Note (as hereinafter defined), pursuant to a Change In Terms Agreement of even date herewith, between the borrower under the Note and the Lender. The maximum lien amount stated in the Mortgage is hereby increased to \$500,000.00.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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.

**MISCELLANEOUS PROVISIONS.** The following additional provisions are incorporated into this Modification:

**No Waiver by Lender.** A failure or delay by Lender in exercising any right, power or privilege in respect of this Modification will not be presumed to operate as a waiver, and a single or partial exercise by Lender of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

**Reaffirmation of Loan Documents.** Grantor hereby ratifies, affirms, confirms and approves the Mortgage and any other document related thereto, and each and every term thereof, including without limitation the grant of security interests in the assets granted under the Mortgage.

**Release of Claims against Lender.** Except to the extent prohibited by federal or state law, Grantor hereby relinquishes and waives all defenses, claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loan evidenced by the Note through the date hereof. Grantor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

**Binding/Counterparts.** This Modification will not be binding unless signed by all parties. This Modification may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single integrated document. For purposes of negotiating and finalizing this Modification, the signed Modification or signature page transmitted by facsimile or email may be treated as the original Modification or signature page and the parties' signatures on any documents transmitted by facsimile or email may be deemed original signatures.

**Authorization.** Grantor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this Modification or any executed counterpart thereof to said instrument as a part thereof.

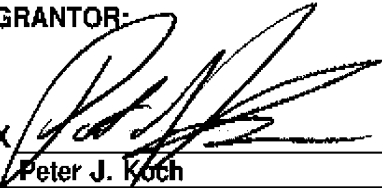
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 21, 2023.**

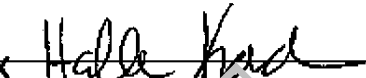
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## MODIFICATION OF MORTGAGE

(Continued)


GRANTOR:

X   
Peter J. Koch

X   
Halle Rae Koch

LENDER:

GOLD COAST BANK

X   
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

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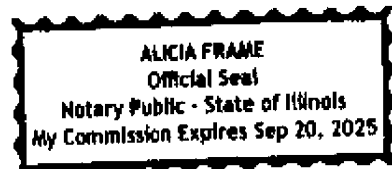
On this day before me, the undersigned Notary Public, personally appeared Peter J. Koch and Halle Rae Koch, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8<sup>th</sup> day of August, 2023.

By:  Residing at 1930 W. Wilson Ave

Notary Public in and for the State of Illinois

My commission expires 9/20/2025



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 16th day of August, 2023 before me, the undersigned Notary Public, personally appeared John A. Pristas and known to me to be the Senior Vice President, authorized agent for **Gold Coast Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Gold Coast Bank**, duly authorized by **Gold Coast 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 **Gold Coast Bank**.

By [Signature]

Residing at 1165 N. Clark St, Suite 200

Notary Public in and for the State of Illinois

Chicago, IL 60610

My commission expires 12.30.2023

Cook County Clerk's Office