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Doc# 2325640010 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/13/2023 10:37 AM PG: 1 OF 5

This instrument was drafted by Randall Novak on behalf of U.S. Bank National Association, whose address is set forth in the "return to" paragraph immediately following this paragraph.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 3487, Oshkosh, WI 54903-3487.

AMENDMENT TO MORTGAGE (ILLINOIS)

This Amendment to Mortgage (this "**Amendment**"), is made and entered into by Beata Bobowski Sayre (the "**Mortgagor**," whether one or more) and U.S. Bank National Association (the "**Bank**"), as of the date set forth below.

RECITALS

A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of February 11, 2009 (as amended and/or restated, the "**Mortgage**"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in **Exhibit A** attached hereto.

Address: 1353 W Grand Ave, Chicago, Illinois 60642
PIN #: 17-08-132-067-0000

B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on March 18, 2009, as Document No. 0907718010, and/or in Book/Volume/Reel _____, on Page/Image _____.

C. Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.

D. Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Bank agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Mortgage.

References to Mortgagor and Bank. As used herein, (a) the term "Mortgagor" shall mean the same party as may be referred to as the "Mortgagor" or "Grantor," or by other similar terminology, in the Mortgage; and (b) the term "Bank" shall mean the same party as may be referred to as the "Mortgagee," "Bank" or "Lender," or by other similar terminology, in the Mortgage.

Change in Note Date(s)/Amount(s). All references in the Mortgage to a note or notes dated June 22, 2022 in the principal amount(s) of \$100,000.00 are hereby replaced with references to the following:

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S ✓
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INT JP

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a note dated June 22, 2022 in the principal amount of \$100,000.00 and amended or restated as of July 22, 2023 in the amended or restated principal amount of \$100,000.00;

from B&B BUILDING MAINTENANCE, INC. to Bank, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (separately and collectively, the "Note").

Revolving Loan. The Mortgage is given to secure a revolving credit facility and secures not only present indebtedness, but also such future advances as are made by Bank pursuant to the Loan Documents, whether such future advances are obligatory or are to be made at the option of Bank, within twenty (20) years following the date hereof. Nothing herein shall be construed as meaning that such revolving indebtedness has a term of twenty (20) years. The amount of revolving indebtedness secured hereby may increase or decrease from time to time, however, the principal amount of such revolving indebtedness shall not at any one time exceed the amount of \$100,000.00 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

Fees and Expenses. Mortgagor will pay all fees and expenses (including reasonable attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

Effectiveness of Prior Document. Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Further Assurances. Mortgagor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Bank, Mortgagor also shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Bank, all in form and substance satisfactory to Bank in its sole discretion and all at the expense of Mortgagor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Bank in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Mortgagor shall furnish to Bank evidence satisfactory to Bank of every such recording, filing or registration.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. This Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

Counterparts. This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

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Electronic Records. Without notice to or consent of Mortgagor, Bank may create electronic images of this Amendment and destroy paper originals of any such imaged documents. Such images have the same legal force and effect as the paper originals and are enforceable against Mortgagor and any other parties thereto. Bank may convert this Amendment into a "transferrable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Bank's possession constituting an "authoritative copy." If Bank agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of this Amendment or other document required to be delivered under this Amendment, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Bank agrees, in its sole discretion, to accept any electronic signatures of this Amendment or other document required to be delivered under this Amendment, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Bank may rely on any such electronic signatures without further inquiry.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein (i) are within Mortgagor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Mortgagor is bound. Mortgagor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Mortgagor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and this Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this Amendment on the date shown in the notarial acknowledgment, effective as of July 22, 2023.

MORTGAGOR:

Name: **Beata Bobowski Sayre**

BANK:

U.S. Bank National Association

By:

Name and Title: **Randall Novak, Vice President**

MORTGAGOR ADDRESS: 132 Joanne Way, Elmhurst, IL 60126-2479

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

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MORTGAGOR NOTARIZATION

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on 08.01.2023, by **Beata Bobowski Sayre**.

(Notarial Seal)



Kermaria Knox
Printed Name: KERMARIA KNOX
Notary Public, State of: ILLINOIS
My commission expires: 09-03-2024

BANK NOTARIZATION

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on 08.01.2023, by **Randall Novak, as Vice President of U.S. Bank National Association**.

(Notarial Seal)



Kermaria Knox
Printed Name: Kermaria Knox
Notary Public, State of: ILLINOIS
My commission expires: 09.03.2024

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EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: Beata Bobowski Sayre

Bank: U.S. Bank National Association

Legal Description of Land:

UNIT 1353-1 W. GRAND AVENUE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF LOT 19 IN BLOCK 6 OF ROBBINS SUBDIVISION OF BLOCKS 6 AND 7 OF ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 4, 2004 AS DOCUMENT 0412427063 IN COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

Also known as: 1353 W Grand Ave, Chicago, Illinois