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Doc#: 2326313236 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/20/2023 12:01 PM Pg: 1 of 5

RECORDATION REQUESTED BY:

Barrington Bank & Trust
Company, N.A.
201 S. Hough Street
Barrington, IL 60010

WHEN RECORDED MAIL TO:

Barrington Bank and Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Barrington Bank and Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010

PRO TITLE GROUP, INC.
5140 MAIN STREET
DOWNS GROVE, IL 60515

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 14, 2023, is made and executed between Chicago Title Land Trust Company as Successor Trustee to First Illinois Bank of Evanston, not personally but as Trustee on behalf of Trust Agreement Known as Trust Number R-2952 dated March 22, 1984 (referred to below as "Grantor") and Barrington Bank & Trust Company, N.A., whose address is 201 S. Hough Street, Barrington, IL 60010 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2018 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 29, 2018, as Doc#1818008132 in the Office of the Cook County Recorder of Deeds and an Assignment of Rents dated June 22, 2018, and recorded on June 29, 2018, as Doc#1818008133 in the Office of the Cook County Recorder of Deeds.

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

~~PARCEL 6:~~ LOTS 1 AND 2 IN BLOCK 3 IN NILES HOWARD TERMINAL ADDITION, BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS (412-1/2 FEET) OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY OF THE CHICAGO & NORTHWESTERN RAILROAD IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 101 Clyde Ave., Evanston, IL 60201. The Real Property tax identification number is 11-30-211-007-0000.

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

(1) The definition of Note is hereby restated in its entirety to mean the following:

Note. The word "Note" means a Promissory Note dated July 14, 2023, as amended from time to time, in

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PRO TITLE GROUP, INC

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MODIFICATION OF MORTGAGE (Continued)

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the original principal amount of \$854,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

(2) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,708,000.00.

(3) The following paragraph, titled **TAX AND INSURANCE RESERVES**, is hereby added to the Mortgage:

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is

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MODIFICATION OF MORTGAGE (Continued)

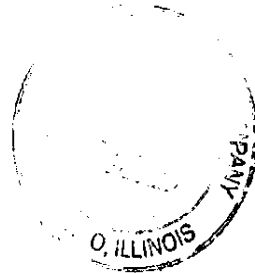
determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

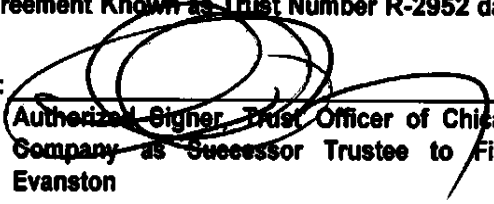
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 14, 2023.

GRANTOR:

TRUST AGREEMENT KNOWN AS TRUST NUMBER R-2952 DATED MARCH 22, 1984

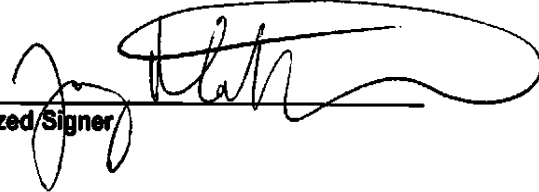
CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST ILLINOIS BANK OF EVANSTON, not personally but as Trustee under that certain trust agreement dated _____ and known as Trust Agreement Known as Trust Number R-2952 dated March 22, 1984.



By: 
Authorized Signer, Trust Officer of Chicago Title Land Trust Company as Successor Trustee to First Illinois Bank of Evanston

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

X 
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF IL

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COUNTY OF COOK

On this 9th day of August, 2023 before me, the undersigned Notary Public, personally appeared Authorized Signer, Trust Officer of Chicago Title Land Trust Company as Successor Trustee to First Illinois Bank of Evanston, Trustee of Trust Agreement Known as Trust Number R-2952 dated March 22, 1984, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]

Residing at Norfolk Rollingmeadow IL

Notary Public in and for the State of Illinois

My commission expires 12/7/2024



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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) SS
 COUNTY OF Cook)

On this 15th day of July, 2023 before me, the undersigned Notary Public, personally appeared Jay Mathew and known to me to be the SVP, authorized agent for Barrington Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Barrington Bank & Trust Company, N.A., duly authorized by Barrington Bank & Trust Company, N.A. 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 Barrington Bank & Trust Company, N.A.

By Donna M Kante Residing at Alton Quin

Notary Public in and for the State of Illinois

My commission expires 12-3-24

