

# UNOFFICIAL COPY

Doc#. 2333833085 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/04/2023 10:19 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

Byline Bank, as successor in  
interest to Inland Bank and  
Trust  
Corporate Headquarters  
180 N. LaSalle Street  
Suite 300  
Chicago, IL 60601

**WHEN RECORDED MAIL TO:**

Byline Bank  
C/O Post Closing Department  
10 N. Martingale Rd., Suite  
160  
Schaumburg, IL 60173

**SEND TAX NOTICES TO:**

Guadalupe Garcia  
3938 W. North Ave.  
Chicago, IL 60647

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Documentation Department  
Byline Bank  
180 N. LaSalle Street  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2023, is made and executed between Guadalupe Garcia, whose address is 3938 W. North Ave., Chicago, IL 60647 (referred to below as "Grantor") and Byline Bank, as successor in interest to Inland Bank and Trust, whose address is 180 N. LaSalle Street, Suite 300, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 9, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 17, 2006 as Document No. 0607635248 and an Assignment of Rents dated March 9, 2006, Recorded March 17, 2006 as Document No. 0607635249, a Modification of Mortgage dated July 28, 2006, Recorded August 2, 2006 as Document No. 0621404223, a Modification of Mortgage dated July 30, 2008, Recorded September 18, 2008 as Document No. 0826257018, a Modification of Mortgage dated October 30, 2013, Recorded November 12, 2013 as Document No. 1331657516 and a Modification of Mortgage dated October 30, 2018, Recorded December 3, 2018 as Document No. 1833742027.

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

LOT 11 IN BLOCK 5 IN HOSMER AND MACKEY'S SUBDIVISION OF BLOCKS 1 TO 6 AND 12 TO 16, INCLUSIVE, IN FREER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, 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 3925 W. North Ave., Chicago, IL 60647. The Real Property tax identification number is 16-02-101-001-0000.

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## MODIFICATION OF MORTGAGE (Continued)

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

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

The paragraph entitled "Maximum Lien" in the Mortgage and Assignment of Rents is hereby deleted and replaced with 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 \$316,891.78.

The paragraph entitled "Cross-Collateralization" is hereby added to the Mortgage and Assignment of Rents:

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

**Indebtedness.** In addition to the obligations set forth in the Note, all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. The Borrower and the Lender specifically contemplate that Indebtedness include indebtedness hereafter incurred by the Borrower to the Lender.

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, an Illinois State Chartered Bank, as successors in interest to Inland Bank and Trust.

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 November 5, 2023, in the principal amount of \$158,445.89 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


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## MODIFICATION OF MORTGAGE (Continued)

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.

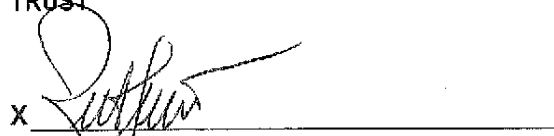
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 2023.**

GRANTOR:

x   
Guadalupe Garcia

LENDER:

**BYLINE BANK, AS SUCCESSOR IN INTEREST TO INLAND BANK AND TRUST**

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

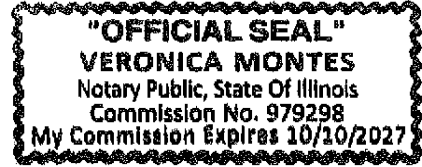
STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **Guadalupe Garcia**, 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 18 day of November, 2023.

By Veronica Montes Residing at 2000 W DIVISION.

Notary Public in and for the State of ILLINOIS

My commission expires October 10, 2027

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
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 COUNTY OF COOK ) SS  
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On this 18<sup>th</sup> day of November, 2023 before me, the undersigned Notary Public, personally appeared Ruben Fonseca and known to me to be the Lender, authorized agent for **Byline Bank, as successor in interest to Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank, as successor in interest to Inland Bank and Trust**, duly authorized by **Byline Bank, as successor in interest to Inland Bank and Trust** 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, as successor in interest to Inland Bank and Trust**

By Veronica Montes Residing at 2000 W. DIVISION

Notary Public in and for the State of ILLINOIS

My commission expires October 10, 2027

Cook County Clerk's Office