

# UNOFFICIAL COPY

Doc#: 2335313138 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/19/2023 10:09 AM Pg: 1 of 4

## INSTRUMENT PREPARED:

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

## AFTER RECORDING, MAIL TO:

Gold Coast Bank  
Attn: Loan Processing Department  
1165 N. Clark St. – Suite 200  
Chicago, IL 60610

## ASSUMPTION AND MODIFICATION OF MORTGAGE AGREEMENT

THIS ASSUMPTION AND MODIFICATION OF MORTGAGE AGREEMENT ("Agreement") is made effectively as of July 23, 2023, by and between Anthony Mentasana, Jaci Mentasana, Gregorios Tsonis and Kathy Tsonis, (if more than one, each is referred to as the "Mortgagor") and GOLD COAST BANK, an Illinois banking corporation ("Lender").

### RECITALS:

This Agreement is based upon the following recitals:

A. For full value received, Mortgagor (if more than one each is referred to as the "Borrower") signed and delivered to Lender a Promissory Note dated July 23, 2019, in the original principal amount of \$393,750.00 (said note, together with all renewals, extensions, replacements and modifications thereof is referred to as the "Note"), evidencing a revolving line of credit made by Lender to Borrower.

B. The Note is secured by, among other things, a first priority Mortgage and Assignment of Rents (collectively, "Security Documents"), executed by Edward Przybylski and Rose Przybylski, dated July 23, 2019 and recorded with the Recorder's Office of Cook County, IL, as document number(s) 1921933135 and 1921933136, upon the real property legally described as follows ("Mortgaged Premises"):

LOT 37 IN HRUBY AND COMPANY'S SUBDIVISION OF PART OF THE SOUTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN: 10-31-416-027-0000

COMMON ADDRESS: 6426 North Nashville Avenue, Chicago, IL 60631.

C. The Mortgaged Premises has been conveyed from the original mortgagors to Mortgagor pursuant to a deed recorded as document number 1931912111 ("Deed") and Mortgagor has not conveyed any of its right, title or interest in and to the Mortgaged Premises.

D. The Note has been modified by a Change In Terms Agreement ("Change In Terms Agreement") of even date herewith, whereby the Line of Credit has been increased by \$87,500.00 ("Additional Credit"), thereby increasing the principal amount of the Note from \$393,750.00 to \$461,250.00.

E. Mortgagor and Lender have agreed to modify the Security Documents to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

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**MODIFICATION OF MORTGAGE AGREEMENT**  
 (Continued)

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F. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (except for a junior mortgage in favor of Lender), and that the lien of the Security Documents, as herein modified, is a valid, subsisting first lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing Recitals, the parties hereto mutually agree as follows (all capitalized terms used but not defined in this Agreement have the same meanings as assigned to them under the Security Documents):

1. Mortgagor hereby assumes all current and future debts, liabilities and obligations owed to Lender under the Security Documents, and all renewals, extensions, replacements and modifications thereof, and is hereby bound and will remain bound to all the terms and conditions thereof.

2. All of Mortgagor's right, title and interest in and to the Mortgaged Premises arising from the Deed is and will be subordinated in all respects to Lender's Security Documents, including all renewals, extensions, replacements and modifications thereof, and it is agreed that Lender's Security Documents, including all renewals, extensions, replacements and modifications thereof, will be and remain, at all times, prior and superior to Mortgagor's interests in the Mortgaged Premises. Accordingly, Lender will have the right to foreclose all of Mortgagor's right, title and interest in and to the Mortgaged Premises arising from the Deed through a foreclosure proceeding.

3. The Security Documents are hereby modified to secure the Additional Credit and the Note as modified by the Change In Terms Agreement.

4. The maximum principal amount of Indebtedness secured by the Security Documents is hereby increased by two times the amount of the Additional Credit.

5. Except as otherwise provided in this Agreement, all other terms and conditions of the Security Documents and all other documents executed in connection therewith shall remain in full force and effect.

**Continuing Validity.** Nothing herein contained shall in any manner whatsoever impair the Security Documents and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

**Reaffirmation of Security Documents.** Mortgagor hereby ratifies, affirms, confirms and approves the Security Documents and each and every term thereof.

**Release of Claims against Lender.** Except to the extent prohibited by federal or state law, Mortgagor 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 prior to the date hereof. Mortgagor 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.

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## MODIFICATION OF MORTGAGE AGREEMENT

(Continued)

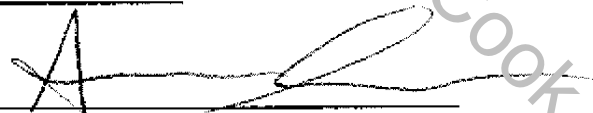
**Binding/Counterparts.** This Agreement will not be binding unless signed by all parties. This Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single integrated document. For purposes of negotiating and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

Mortgagor authorizes Lender to place a legend on any such Instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

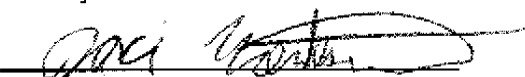
[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. **PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.**

**MORTGAGOR:**



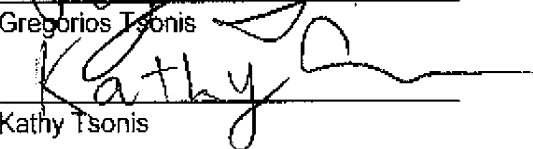
Anthony Mentesana



Jaci Mentesana



Gregorios Tsonis




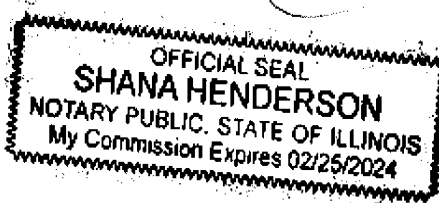
Kathy Tsonis

State of Illinois )  
County of Cook ) ss.

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Anthony Mentesana, Jaci Mentesana, Gregorios Tsonis and Kathy Tsonis, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he(she)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, for the uses and purposes therein set forth.

Dated: July 28, 2023

  
Notary Public



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MODIFICATION OF MORTGAGE AGREEMENT  
(Continued)

**LENDER:**

GOLD COAST BANK

By: [Signature]  
Its: So Vice President

State of Illinois        )  
  ) ss.  
County of Cook        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that John A. DeLuca S, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the So Vice President of GOLD COAST BANK, appeared before me this day in person and acknowledged that he(he)(they) signed and delivered the said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: July 28, 2023

[Signature]  
Notary Public



Clerk's Office