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**THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:**

**Kimberly Kurkowski
Time Bank
626 Talcott Road
Park Ridge, IL 60068
(847) 384-9200**

Doc#: 2406822038 Fee: \$107.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 3/8/2024 12:00 AM Pg: 1 of 6

For Recorders Use Only

ADDRESS OF PROPERTY:

**1400-1416 CANFIELD ROAD
PARK RIDGE, IL 60068**

PIN: 12-01-127-007-0000

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS made as of the 10th day of January 2024 effective as of July 3, 2023 (this "Modification Agreement"), by and among ELIZABETH L. YOST, INC., AN ILLINOIS CORPORATION ("Mortgagor") and TIME BANK F/K/A PARK RIDGE COMMUNITY BANK ("Mortgagee).

RECITALS

Mortgagee provided a \$400,000.00 loan (the "Loan") to Mortgagor and Elizabeth L. Yost (Elizabeth L. Yost is now deceased), as evidenced by a Promissory Note in the amount of \$400,000.00 (the "Prior Note") dated as of July 3, 2013 payable to Mortgagee, which Note was modified pursuant to an Extension and Modification Agreement dated July 17, 2018, and is contemporaneously herewith being modified pursuant to the terms of an Amended and Restated Promissory Note dated of even date herewith, executed by Mortgagor (hereinafter referred to with all extensions, renewals, modifications and substitutions thereof as the "Note"), which, in part, increases the principal amount of the Loan to \$473,125.20.

Repayment of the Loan is secured in part by that certain Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment") both dated as of July 3, 2013 and recorded on July 11, 2013 in the office of the Cook County Recorder, Illinois, as

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Document Numbers: 1319249061 and 1319249062, respectively, which encumber certain real estate located in Cook County, Illinois legally described on Exhibit "A" attached hereto (the "Mortgaged Property"). The parties hereto desire and do hereby restate, reaffirm and regrant said Mortgage so the Mortgage and Assignment of Rents are hereafter, and have heretofore from the original date of the Loan remained as collateral security for the repayment of the Loan.

WHEREAS, Borrower has requested an extension of the maturity date of the Loan.

WHEREAS, Mortgagee has agreed to modify the maturity date of the Loan subject to and provided that Mortgagor complies with certain terms and conditions including, but not limited to Borrower executing and delivering an Amended and Restated Promissory Note dated of even date herewith and in form acceptable to Mortgagee.

The parties hereto desire to enter into this Modification of Mortgage and Assignment of Rents for the purpose of modifying the Mortgage and the Assignment of Rents to accurately reflect that the Amended and Restated Promissory Note is secured hereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the Note and Collateral Documents as follows:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The term "Note" as it appears in the Mortgage and Assignment of Rents means the Amended and Restated Promissory Note as amended, modified, or restated from time to time.
3. Any reference to maturity date in the Mortgage is hereby extinguished retroactive to the original date of the Note.
4. The definition of the "Note" as it appears in the Mortgage and Assignment of Rents is amended by deleting "\$400,000.00" and substituting "\$473,125.20".
5. The interest rate on the Loan is changed from 5.50% to 7.00% effective July 4, 2023.
6. The maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased from \$400,000.00 to \$473,125.20, which is the current outstanding balance on the Loan.
7. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties, their successors and assigns.

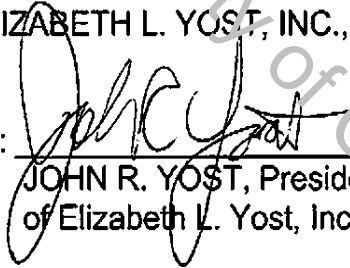
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This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this agreement may contain more than one counterpart of the signature page and this agreement may be executed by affixing of the signatures of each of the parties to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

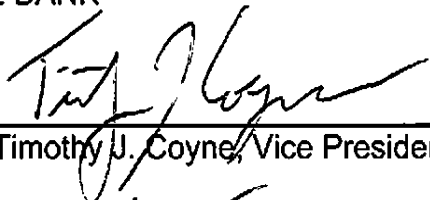
IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Agreement as of the 10th day of January 2024.

Mortgagor:

ELIZABETH L. YOST, INC., AN ILLINOIS CORPORATION

By: 
JOHN R. YOST, President and Secretary
of Elizabeth L. Yost, Inc., an Illinois Corporation

TIME BANK

By: 
Timothy J. Coyne, Vice President

Attest: 
Samuel Carter, Vice President

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

CORPORATE ACKNOWLEDGMENT

(STATE OF ILLINOIS)

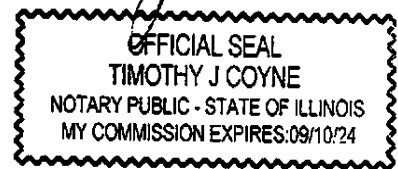
(COUNTY OF COOK)

On this 16th day of January, 2024, before me, the undersigned Notary Public, personally appeared John R. Yost, President and Secretary of Elizabeth L. Yost, Inc., an Illinois corporation, and known to me to be a designated agent of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, by authority of statute, its articles of organization, or its by-laws, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and in fact executed it on behalf of the corporation.

By: Timothy J. Coyne Residing at Park Ridge

Notary Public in and for the State of IL

My commission expires 09-10-2024



BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Timothy J. Coyne, personally known to me to be the Vice President of TIME BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 16 day of January 2024.

By: Ewa A. Mielczarek Residing at Park Ridge, IL

Notary Public in and for the State of ILLINOIS

My commission expires 6/18/2026



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BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

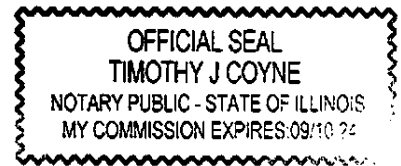
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Samuel Carter, personally known to me to be the Vice President of TIME BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 16th day of January 2024.

By: Timothy J. Coyne Residing at Park Ridge

Notary Public in and for the State of IL

My commission expires 09-15-2024



This document prepared by Kimberly Kurkowski, Assistant Vice President, Loan Operations, Time Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL. 60068

MAIL TO: TIME BANK, 626 TALCOTT ROAD, P.O. BOX 829
PARK RIDGE, ILLINOIS 60068

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EXHIBIT "A"

LOT 20 IN GEORGE C. YOST'S CANFIELD TALCOTT ADDITION TO PARK RIDGE, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION ONE, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1400-1416 CANFIELD ROAD, PARK RIDGE, IL 60068
PIN: 12-01-127-007-0000

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