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2002-05-06 10:09:43

Cook County Recorder 27.50



0020511100

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE**

WHEN RECORDED MAIL TO:

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

SEND TAX NOTICES TO:

State Bank of Countryside atut
dated 2-6-99 aka Trust#
99-2006 and not personally
6734 Joliet Road
Countryside, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Angela Rutledge, Senior Administrative Assistant
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 18, 2002, is made and executed between State Bank of Countryside, not personally but as Trustee on behalf of State Bank of Countryside atut dated 2-6-99 aka Trust# 99-2006 and not personally (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 2-4-02 as document number 0020138545

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

Parcel 1:

The Southwest 1/4 of the South West 1/4 (Except the West 522.72 feet of the South 250 feet of the North 290 feet thereof and also excepting the West 70 feet taken for Cicero Avenue and finally, excepting all that part thereof in final plat of Butterfield Place Subdivision, aforesaid, filed as LR 3727479) of Section 15, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 125 feet of the North 165 feet of the West 522.72 Feet of the Southwest 1/4 of the South West 1/4 of Section 15, Township 35 North, Range 13, East of the Third Principal Meridian, (Excepting from said tract the West 70 feet thereof), in Cook County, Illinois.

Parcel 3:

The South 125 Feet of the North 290 feet of the West 522.72 feet to the Southwest 1/4 of Section 14, Township 35 North, Range 13, East of the Third Principal Meridian, excepting from said tract the West 70 feet thereof), in Cook County, Illinois.

ED14320

ENTERPRISE LAND TITLE, LTD.

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Property of Cook County Clerk's Office

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 908137099-1

The Real Property or its address is commonly known as 64 lot single family subdivision (Butterfield Place), Matteson, IL. The Real Property tax identification number is 31-15-301-004-0000; 31-15-301-005-0000; 31-15-301-008-0000 and 31-15-301-009-0000

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

Increase loan by \$400,000.

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 endorers 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 18, 2002.

GRANTOR:

STATE BANK OF COUNTRYSIDE ATUT DATED 2-6-99 AKA TRUST# 99-2006 AND NOT PERSONALLY

By: [Signature]
Authorized Signer for State Bank of Countryside atut dated 2-6-99 aka Trust# 99-2006 and not personally

By: [Signature]
Authorized Signer for State Bank of Countryside atut dated 2-6-99 aka Trust# 99-2006 and not personally

LENDER:

X [Signature]
Authorized Signer

NOTE: EXONERATION CLAUSE

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be deemed to be the result of a contract of terms created by the documents executed by State Bank of Countryside as Trustee.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 908137099-1

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TRUST ACKNOWLEDGMENT

STATE OF IL _____)

) SS

COUNTY OF Cook _____)

On this 21 day of Feb, 2002 before me, the undersigned Notary Public, personally appeared _____

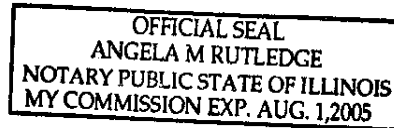
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By [Signature] _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 908137099-1

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LENDER ACKNOWLEDGMENT

STATE OF IL

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) SS

COUNTY OF COOK

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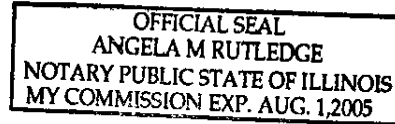
On this 21 day of February, 2002 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Angela M Rutledge

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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