

# UNOFFICIAL COPY



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**RECORDATION REQUESTED BY:**

HINSDALE BANK & TRUST  
CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521

Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 04/24/2003 10:23 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

HINSDALE BANK & TRUST  
CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521

**SEND TAX NOTICES TO:**

HINSDALE BANK & TRUST  
CO.  
25 E. FIRST STREET  
HINSDALE, IL 60521

**FOR RECORDER'S USE ONLY**

REI # 209513  
BOX 169 (2024)

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MB

**This Modification of Mortgage prepared by:**

Hinsdale Bank & Trust Co.  
25 E. First Street  
Hinsdale, IL 60521



## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 24, 2003, is made and executed between Western Springs National Bank & Trust as Trustee on behalf of Trust Agreement Dated 3/10/97 Under Trust #3577 (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 27, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded August 13, 2001 in the Cook County Recorders Office as Document Number 0010741157.**

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

LOT 9 (EXCEPT THE WEST 4 FEET THEREOF) AND THE WEST 4 FEET OF LOT 10 IN TIMBER VIEW SUBDIVISION BEING A SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11221 Timberview Lane, LaGrange, IL 60525. The Real Property tax identification number is 18-17-300-035-0000 and 18-18-400-017-0000

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

**Decrease principal to \$100,000.00 from \$250,000.00, also a rate change to Prime minus 1/4% from Prime**

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 490003575

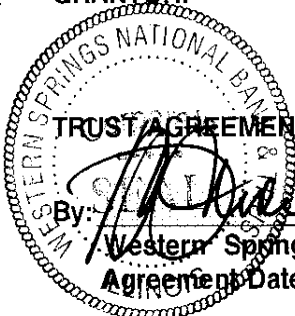
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minus 1/2%.

**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 endorser 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 JANUARY 24, 2003.**

**GRANTOR:**



**TRUST AGREEMENT DATED 3/10/97 UNDER TRUST #3577**

By: *[Signature]* **Daniel N. Wloddek**  
Western Springs National Bank & Trust, Trustee of Trust  
Agreement Dated 3/10/97 Under Trust #3577

This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, are undertaken by it solely as Trustee, as aforesaid and not individually and no personal liability shall be asserted or be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

**LENDER:**

x *[Signature]*  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 490003575

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### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 24th day of January, 2003 before me, the undersigned Notary Public, personally appeared **Western Springs National Bank & Trust, Trustee of Trust Agreement Dated 3/10/97 Under Trust #3577**, 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 *Suzanne Kingas* Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 3-17-2006

OFFICIAL SEAL  
SUZANNE KINGAS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAR 17 2006

COOK County Clerk's Office