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Doc#: 0501103109
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 01/11/2005 02:41 PM Pg: 1 of 3

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LOAN MODIFICATION AGREEMENT

DATE: December 17, 2004

LOAN: 931616-50 *U.S. Bank, N.A. fka

WHEREAS, BANK OF PALATINE, One E. Northwest Highway, Palatine, IL, 60067 LOANED*Firststar Bank Illinois f/k/a First Colonial Trust Company, as Trustee Under Trust Agreement Dated July 20, 1989 and Known as Trust No. 5381 THE SUM OF * * Two Hundred Twenty Four Thousand and No/100 (\$224,000.00) as evidenced by a Note and Mortgage and Assignment of Rents executed and delivered on October 20, 1999 which Mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located which Note and Mortgage are hereby incorporated herein as a part of this instrument. Document recorded as No. 9999442 in Cook County, Illinois.

WHEREAS, the undersigned, owner of said premises has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

- THE MATURITY DATE SHALL BE DECEMBER 3, 2009

ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME.

LEGAL DESCRIPTION:

** PARCEL 1: LOT 10 AS SHOWN ON PLAT OF SURVEY RECORDED JUNE 18, 1971, AS DOCUMENT NUMBER 21517004 AND RE-RECORDED JULY 15, 1971 AS DOCUMENT NUMBER 21548086 IN SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED

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AS DOCUMENT NUMBER 21553054 AND RECORDED AS DOCUMENT NUMBER 21567452 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS. **

Commonly Known as: 1228 E. Long Valley, Palatine, IL 60074

PIN: 02-12-211-015-0000

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter.

Therefore, it is hereby agreed that as of the date of this Agreement the unpaid principal balance of said indebtedness is:

* Two Hundred Seven Thousand Five Hundred Fifty Five and 91/100 s (\$207,555.91) all of which the undersigned promises to pay with interest at 7.00% per annum until paid and that One Thousand Six Hundred Forty Nine and 50/100s (\$1,649.50) shall be payable per month beginning on the 3rd day of January, 2005 to be applied first to interest and the balance applied to principal and that in all other respects said Mortgage contract shall remain in full force and effect.

Signed, sealed and delivered the 17th day of December, 2004

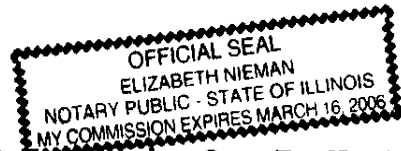
U.S. Bank, N.A. fka *

Mary Figiel Angela Mc Clain
 *Firstar Bank Illinois F/K/A First colonial Trust Company
 as trustee U/P/A dated July 20, 1989 and known as Trust #5381
 Mary Figiel, Land Trust Officer Angela Mc Clain, Land Trust Ofcr

State of Illinois)
 County of Cook)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby Certify that Mary Figiel & Angela Mc Clain, Land Trust Ofcr who are personally known to me to be the same persons whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument free and voluntary act for the uses and purposes therein set forth.

Elizabeth Nieman



This instrument prepared by: Jennifer B. Grealish, One E. Northwest Highway, Palatine, IL 60067

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 5381 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.