

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

LASALLE BANK NATIONAL  
ASSOCIATION  
MAIN OFFICE  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603



Doc#: 0506726032  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/08/2005 10:25 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

LASALLE BANK NATIONAL  
ASSOCIATION  
Commercial Real Estate  
8303 West Higgins Road  
Chicago, IL 60631-2941

**SEND TAX NOTICES TO:**

LASALLE BANK NATIONAL  
ASSOCIATION  
MAIN OFFICE  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

**FOR RECORDER'S USE ONLY**

REI TITLE SERVICES # \_\_\_\_\_



BOX 169

**This Modification of Mortgage prepared by:**

Kim Meyers, Assistant Vice President  
LASALLE BANK NATIONAL ASSOCIATION  
8303 WEST HIGGINS  
CHICAGO, IL 60631

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 1, 2003, is made and executed between Suburban Bank & Trust Co., successor Trustee to Beverly Trust Company U/T/A dated 06-03-92 A/K/A Trust No. 74-2172; and Robert Shutay, whose address is 15330 S. LaGrange Road, Orland Park, IL 60462 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 11, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds on 12-22-98 as Document #08160520 and Assignment of Rents recorded in the office of the Cook County Recorder of Deeds on 12-22-98 as Document Number 08-160521 .

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

LOTS 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 4 IN SEDGEWICK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9999 West 143rd Street, Orland Park, IL 60462-2024. The Real Property tax identification number is 27-09-200-001, 27-09-200-002 and 27-09-200-003

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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Modifications to this loan include (i) extending the maturity date to January 1, 2008, (ii) change the interest rate to a fixed rate of 6.25%, (iii) inclusion of a loan fee in the amount of \$2,018.40 or 1% of the loan amount, (iv) new principal and interest payment in the amount of \$2,266.00 based on a 10 year amortization.

**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 endorsers 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 1, 2003.**

**GRANTOR:**

**SUBURBAN BANK & TRUST CO., SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY U/T/A DATED 08-03-92 A/K/A TRUST NO 74-2172**

**SUBURBAN BANK & TRUST CO., SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-03-1992 and known as Suburban Bank & Trust Co., successor Trustee to Beverly Trust Company U/T/A dated 08-03-92 A/K/A Trust No. 74-2172.**

By: Rosemary Meyer  
Authorized Signer for Suburban Bank & Trust Co., Successor Trustee to Beverly Trust Company

X Robert Shutay  
Robert Shutay, Individually

**LENDER:**

X Lori A. Clark  
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee, whether in form purporting to be for guarantors, beneficiaries, recipients of payments, undertakings and agreements of said Trustee and beneficiaries, and every one of them and, and intended to be for the benefit of the Trustee, the beneficiaries, representations, covenants, undertakings, and agreements of the Trustee for the purpose or with the understanding that the Trustee, the beneficiaries, and intended for the benefit of the Trustee, the beneficiaries, and intended specifically described herein, shall not be released, discharged, or released by the Trustee from the obligations of the Trustee, the beneficiaries, and intended open it as such. It is further understood that the Trustee, the beneficiaries, and intended is assumed to be held at any time by the Trustee, the beneficiaries, and intended of Suburban Bank & Trust Company or any of its subsidiaries, and the Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly waived and released.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

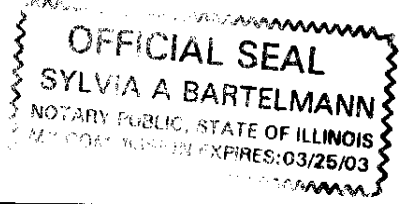
On this 15th day of February, 2003 before me, the undersigned Notary Public, personally appeared Rosemary Mazur Vice President & Trust Officer

~~CITIBANK TRUST CO.~~  
 , 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 Sylvia A. Bartelmann Residing at Oak Lawn

Notary Public in and for the State of Illinois

My commission expires 3-25-03



### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

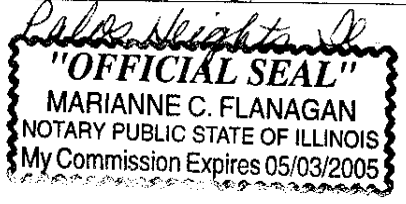
On this day before me, the undersigned Notary Public, personally appeared Robert Shura to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of Feb, 2003.

By Marianne C. Flanagan Residing at 12145 S. Harlem Ave

Notary Public in and for the State of Illinois

My commission expires 05-03-05



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)  
) SS  
)



On this 4th day of Feb, 2003 before me, the undersigned Notary Public, personally appeared Lou A. Clark and known to me to be the AVP 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 Marianne C. Flanagan

Residing at 12145 S. Harlem Ave.  
Palos Heights, IL

Notary Public in and for the State of Illinois

My commission expires 05-03-05

Cook County Clerk's Office