



Doc#: 0513053033
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 05/10/2005 04:17 PM Pg: 1 of 5

Prepared By:

Washington Federal Bank
for savings
2869 South Archer Avenue
Chicago, Illinois 60608

Mail To:

Washington Federal Bank
for savings
2869 South Archer Avenue
Chicago, Illinois 60608

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 15th day of April 2005, by and between Washington Federal Bank for savings (hereinafter referred to as "Mortgagee") and FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 2002, AND KNOWN AS TRUST NUMBER 7110, collectively referred to as ("Mortgagor").

RECITALS

WHEREAS, on or about August 28, 2003, Mortgagor and Mortgagee entered into a certain loan transaction (hereinafter referred to as "Loan" or "Loan Transaction") wherein Mortgagee agreed to lend to Mortgagor the sum of NINETY THOUSAND AND NO/100 DOLLARS, (\$90,000.00), ("Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated August 28, 2003, ("Note") in the original principal sum of NINETY THOUSAND AND NO/100 DOLLARS, (\$90,000.00); and

WHEREAS, the Note is secured by a certain Mortgage dated August 28, 2003, from the Mortgagor to Mortgagee, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number: 0325847119, ("Mortgage"), which Mortgage as recorded against the Property described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the Note, by its terms matures on September 1, 2005; and,

WHEREAS, Mortgagor has requested that Mortgagee increase the Loan amount and grant an additional advance to the Mortgagor in the sum of \$133,100.00, to be secured by the existing Mortgage, and

WHEREAS, the Mortgagee has agreed to the request from the Mortgagor; and

WHEREAS, the parties desire to set forth the amended terms of the Note and Mortgage, so the new terms of the Loan and all documents evidencing and securing the Loan, as amended, are clarified for the benefit of the parties hereto; and

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WHEREAS, Mortgagee represents and warrants, which representations and warranties will survive the execution of the Agreement, as follows:

- a.) No default, event of default, breach or failure of condition has occurred or exists (which exists or would exist with notice or lapse of time or both) under the terms of the loan documents, which would not, or will not be cured by execution of and Mortgagee's performance of all terms of this Agreement.
- b.) There exists no defense, whether at law or equity to the repayment of the Note, or any obligation of the Mortgagee under the Mortgage. In addition, other than the Mortgage from Mortgagor to mortgagee, there exists no other lien or claim against the Property.
- c.) The Note and Mortgage from Mortgagor to Mortgagee, evidencing or securing the Loan, are and remain in full force and effect.
- d.) Mortgagee hereby expressly reaffirms all the terms, conditions and covenants of the Note and Mortgage, as herein modified.
- e.) Mortgagor (i) is seized of a Fee Simple Estate in the Property and the improvements, and that the Property is free and clear of all liens and encumbrances, other than the Mortgage from Mortgagor to Mortgagee, (ii) has full legal power, right and authority to execute this Modification and Mortgage, pledge and convey the Fee Simple Estate and (iii) the additional advance evidenced by this Modification, remains a first lien on the Fee Simple Estate.
- f.) All disbursements required to be made by Mortgagee pursuant to the loan have been made, including the additional advance requested by Mortgagor, and the Mortgagee is under no duty to make any further disbursements under the Loan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto that the Loan is hereby amended as follows:

- a.) The foregoing recitals are true in substance and fact and are hereby incorporated by references fully set forth herein.
- b.) Mortgagee agrees to advance to Mortgagor an additional sum of \$133,100.00.
- c.) That as of April 15, 2005, the amount secured by the Mortgage from Mortgagor to Mortgagee, shall be deemed to be the principal sum of \$223,099.80.

In the event of any conflict between the terms of the Note or Mortgage, and this Agreement, the terms of this Agreement shall control and govern. This Agreement supersedes all prior arrangements and understandings (both written and oral) among the parties hereto with respect to the subject matter of this Agreement. Notwithstanding anything to the contrary herein, the terms of the Note or Mortgage, not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Mortgagee expressly reaffirms all of the terms, conditions and covenants of the Note and Mortgage. This Agreement is not a novation,

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determination, release, waiver, settlement, compromise or discharge of any of the rights and remedies of the Mortgagee as provided in the Note or Mortgage, but rather a modification of the terms of said documents. Any default under the terms of this Agreement shall be deemed an "event of default" under the terms of the Note or Mortgage.

IN WITNESS WHEREOF, the parties have executed this Modification effective as of the date and year first written above.

MORTGAGEE:

Washington Federal Bank
for savings

By: MARSHA BRADLEY

Its: Vice President Lending

Attest: VAN B. TRAN
Its: Corporate Secretary

MORTGAGOR:

USE TABULARY...
First Midwest Trust Company, National
Association, As Trustee Under Trust
Agreement Dated February 1, 2002, and
known as Trust Number 7110

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janice M. Weston, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Marsha Bradley, Vice President Lending and Alicia Mandujano, Corporate Secretary, are personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April 2005.

Janice M. Weston Notary Public

My Commission Expires: June 8, 2007

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 32, 33, 34 AND 35 IN BLOCK 6 IN SOUTH HARVEY, A SUBDIVISION IN THE SOUTH ½ OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 16955 LINCOLN, HAZEL CREST, ILLINOIS, 60429

Permanent Index Number: 29-30-218-012-0000, 29-30-218-013-0000, 29-30-218-014-0000, 29-30-218-015-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY**RIDER ATTACHED AND MADE A PART OF
MODIFICATION OF MORTGAGE****Dated APRIL 15, 2005**

This MORTGAGE is executed by FIRST MIDWEST BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said FIRST MIDWEST BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said FIRST MIDWEST BANK, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing there under, or to perform thereon any covenant either express or implied herein contained, all such liability if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the FIRST MIDWEST BANK, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

In witness whereof, the grantor, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 5th day of May, 2005.

First Midwest Bank as
Trustee under Trust No. 7110 and
not personally.

By: Jennifer E. Koff
Trust Officer

Attest: Geraldine A. Holsey
Trust Officer

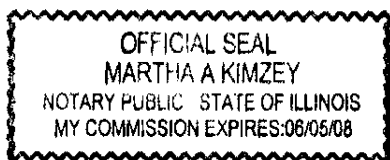
STATE OF ILLINOIS

Ss:

COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jennifer E. Koff, Trust Officer of FIRST MIDWEST BANK, and Geraldine A. Holsey, the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of May, 2005 A.D.



Martha A. Kimzey
NOTARY PUBLIC