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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 07/15/2005 08:37 AM Pg: 1 of 8

RECORDATION REQUESTED BY:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

WHEN RECORDED MAIL TO:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Central Loan Operations
First National Bank of LaGrange
620 W. Burlington Avenue
LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 10, 2005, is made and executed between First National Bank of LaGrange, not personally but as Trustee on behalf of First National Bank of LaGrange Trust #4188 dated May 21, 2002 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 16, 2002 as Document #002091419.

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

TRACT 1:

THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF AND EXCEPT THE WEST 16.5 FEET OF THE NORTH 230 FEET THEREOF AND EXCEPT THE WEST 89 FEET OF THE SOUTH 270 FEET THEREOF AND EXCEPT THE FOLLOWING: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET: THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST 174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTH LINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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174.625 FEET; THENCE NORTH ON SAID WEST LINE A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING) OF THE WEST 1/2 OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

TRACT 2:

THE WEST 89 FEET (EXCEPT THE EAST 72.5 FEET OF THE NORTH 230 FEET THEREOF) OF THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF) OF THE WEST 1/2 OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

TRACT 3:

THAT PART OF THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF) OF THE WEST 1/2 OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET, THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST 174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTH LINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 145 Timber Ln, LAGRANGE PARK, IL 60526. The Real Property tax identification number is 15-28-203-013-0000

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

Rate Increase from 6.40% to 6.60%

Extend Maturity Date from August 2, 2005 to June 10, 2008.

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

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MODIFICATION OF MORTGAGE (Continued)

JUNE 10, 2005.

GRANTOR:

RIDER ATTACHED HERETO IS HEREBY
EXPRESSLY MADE A PART HEREOF

FIRST NATIONAL BANK OF LAGRANGE TRUST #4188

FIRST NATIONAL BANK OF LAGRANGE, not personally but as Trustee
under that certain trust agreement dated 05-21-2002 and known as First
National Bank of LaGrange Trust #4188.

By: Christopher P. Joyce
Christopher P. Joyce, Executive Vice President of First
National Bank of LaGrange

By: Ramona Zavattaro
Ramona Zavattaro, Vice President of First National Bank of
LaGrange

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

X [Signature]
Authorized Signer

Book County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 27th day of JUNE, 2005 before me, the undersigned Notary Public, personally appeared **Christopher P. Joyce, Executive Vice President and Ramona Zavattaro, Vice President of First National Bank of LaGrange**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Rita Phillip* Residing at _____

Notary Public In and for the State of ILLINOIS

My commission expires 5-20-2006



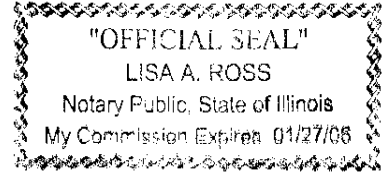
County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
 COUNTY OF Cook) SS



On this 10th day of JUNE, 2005 before me, the undersigned Notary Public, personally appeared P. KEVIN McLAUGHLIN and known to me to be the vice president, 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 Lisa A. Ross Residing at La Grange

Notary Public in and for the State of IL

My commission expires 1/27/06

Notary Public of Cook County Clerk's Office

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EXCULPATORY RIDER

This instrument is executed by the First National Bank of LaGrange as Trustee under the provisions of a Trust Agreement dated 5/21/2002 and known as Trust no. 4188 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and First National Bank of LaGrange warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding First National Bank of LaGrange in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the First National Bank of LaGrange on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.