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DK 2572353



Doc#: 0521450041
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 08/02/2005 10:29 AM Pg: 1 of 4



**[Land Trust Form]
AMENDMENT TO MORTGAGE
(Illinois)**

This Amendment to Mortgage (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Mortgagor") and U. S. BANK N.A. (the "Bank") as of the date set forth below.

RECITALS

A. The Mortgagor (or the Mortgagor's predecessor in interest, if different from the undersigned Mortgagor) executed a mortgage (the "Mortgage"), dated MAY 17, 2005. The "Land" (defined in the Mortgage) subject to the Mortgage is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A

Address: 9141-9143 S KEDZIE AVE, EVERGREEN PARK, IL

PIN# SEE LEGAL DESCRIPTION

B. The Mortgage was recorded in the office of the County Recorder for WORTH *cook* County, Illinois, on _____, as Document No. _____.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. **Change in Note/Mortgage Amount.** If checked here, the phrase in the Mortgage "a note or notes dated 05/17/05 in the initial principal amount(s) of \$ 241,000.00 " is hereby amended and replaced with the phrase "note(s) dated or amended as of 06/23/05 in the principal amount(s) of \$ 440,584.86 "

2. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

Handwritten notes and signatures:
30.50
4
S-V
P-T
MVA

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4. **Fees and Expenses.** The Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Land Trust Exculpatory.** This instrument is executed by LASALLE BANK NATIONAL ASSOCIATION, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK NATIONAL ASSOCIATION are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of JUNE 23, 2005

Land Trustee Mortgagor LASALLE BANK NATIONAL ASSOCIATION, as Trustee

(Land Trustee Address)

under Trust Agreement dated 05/16/05
known as Trust No. 134341 ~~and not personally~~

LASALLE BANK NATIONAL ASSOCIATION

135 S LASALLE ST STE 2500

By: Lisa Wilburn
Name: Lisa Wilburn

CHICAGO, IL 60610

Title: Trust Officer

U.S. BANK N.A.

Mortgagee (Bank)

By: Cindy Wimberly
Name and Title: CINDY WIMBERLY BUSINESS BANKING OFFICER

By: Cindy Wimberly
Name and Title: Cindy Wimberly BBO

This instrument is executed by LASALLE BANK National Association and its officers and employees as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

[NOTARIZATION ON NEXT PAGE]

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MORTGAGOR NOTARIZATION

STATE OF Illinois)
) ss.
COUNTY OF Cook)

This instrument was acknowledged before me on 6/24/05, by undersigned
(Name(s) of person(s))

Lisa Wilburn

Trust Officer

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married

individual" or "a single individual") of LASALLE BANK NATIONAL ASSOCIATION
(Name of entity on whose behalf the document was executed; use N/A if individual)



Patricia L. Alvarez

Printed Name: Patricia L. Alvarez

Notary Public, State of ILLINOIS

My commission expires: 10/29/08

MORTGAGEE (BANK) NOTARIZATION

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

This instrument was acknowledged before me on 6/24/05, by CINDY WIMBERLY
(Name(s) of person(s))

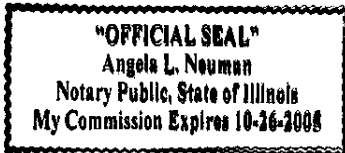
BUSINESS BANKING OFFICER

(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of U.S. BANK N.A.

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



Angela L. Neuman

Printed Name: Angela L. Neuman

Notary Public, State of Illinois

My commission expires: 10/26/05

This instrument was drafted by: CINDY WIMBERLY

(Name)

on behalf of

After recording, return to: U.S. BANK N.A.

(Name)

COLLATERAL DEPARTMENT
P.O. BOX 3487 OSHKOSH, WI 54903-3487

(Address)

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EXHIBIT A TO AMENDMENT TO MORTGAGE

7049642230

(Legal Description)

Mortgagor: LASALLE BANK NATIONAL ASSOCIATION, as Trustee

Bank: U.S. BANK N.A.

Legal Description of Land:

LOTS 16, 17, 18 AND 19 IN BLOCK 2, IN WIEGAL AND KILLAGEN'S KEDZIE AVENUE GARDEN, A RESUBDIVISION OF BLOCKS 1 AND 2 OF J.W. PRASSAS EVERGREEN PARK ADDITION, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 20, IN BLOCK 2 IN WIEGAL AND KILLGALLEN'S KEDZIE AVENUE GARDENS, A RESUBDIVISION OF BLOCKS 1 AND 2 OF J.W. PRASSAS EVERGREEN PARK ADDITION, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX KEY NOS: 24-01-300-058, 24-01-300-059, 24-01-300-060, 24-01-30

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