

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477**



Doc#: 0531404148 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2005 11:17 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

**ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477**

**SEND TAX NOTICES TO:**

**ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477**

**FOR RECORDER'S USE ONLY**

8188597 CTOP  
1087

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

This Modification of Mortgage prepared by:

**ALLEGIANCE Community Bank  
8001 W. 183rd Street  
Tinley Park, IL 60477**

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 26, 2005, is made and executed between GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 2004 AND KNOWN AS TRUST NUMBER 8548 (referred to below as "Grantor") and ALLEGIANCE COMMUNITY BANK, whose address is 8001 W. 183RD STREET, TINLEY PARK, IL 60477 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 23, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MARCH 5, 2004 AS DOCUMENT NO. 0406501304 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE.**

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

THE NORTH 238.10 FEET OF LOT 1 (AS MEASURED ALONG THE NORTHERNMOST WEST LINE OF SAID LOT 1) IN MILLENNIUM LAKES SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT DEDICATED FOR PUBLIC STREET PER DOCUMENT NO. 0334319089), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as ONE AND A HALF ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF 183RD STREET AND CONVENTION DRIVE, TINLEY PARK, IL 60477. The Real Property tax identification number is 31-06-100-019-0000 AND 31-06-100-020-0000

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

THE ORIGINAL PROMISSORY NOTE DATED FEBRUARY 26, 2004, WITH A MATURITY DATE OF FEBRUARY 26, 2005 IN THE ORIGINAL AMOUNT OF \$940,000.00 FROM JJD OF TINLEY PARK, LLC, an Illinois Limited Liability Company TO ALLEGIANCE COMMUNITY BANK, WHICH IS BEING MODIFIED AS

**BOX 334 CTI**

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

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**FOLLOWS: THE MATURITY DATE IS EXTENDED FROM FEBRUARY 26, 2005 TO FEBRUARY 26, 2006.**

**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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 26, 2005.**

**GRANTOR:**

**EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.**

**GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE  
UNDER TRUST AGREEMENT DATED JANUARY 26, 2004 AND KNOWN  
AS TRUST NUMBER 8548**

By: *Angela Binnette*  
**GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS  
TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26,  
2004 AND KNOWN AS TRUST NUMBER 8548**

By: *Paula D. Justin*  
**Authorized Signer for GREATBANC TRUST COMPANY, NOT  
PERSONALLY BUT AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JANUARY 26, 2004 AND KNOWN AS  
TRUST NUMBER 8548**

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## MODIFICATION OF MORTGAGE

(Continued)

LENDER:

ALLEGIANCE COMMUNITY BANK

x Michelle M. Tracy, ACP  
Authorized Signer

### TRUST ACKNOWLEDGMENT

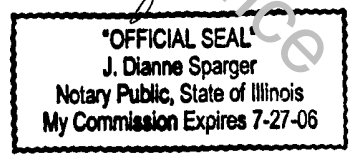
STATE OF IL )  
 ) SS  
COUNTY OF WILL )

On this 29TH day of APRIL, before me, the undersigned Notary Public, personally appeared **GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 2004 AND KNOWN AS TRUST NUMBER 8548**, of GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 2004 AND KNOWN AS TRUST NUMBER 8548

, 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 J. Dianne Sparger  
Notary Public in and for the State of Illinois  
My commission expires 7-27-06

Residing at 128 W. Lincoln Hwy  
Frankfort, Illinois 60423



**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

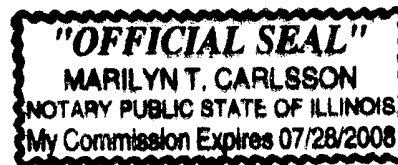
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 26th day of February, 2005 before me, the undersigned Notary Public, personally appeared Michelle M. Tracz and known to me to be the Asst. Vice Pres., 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 Marilyn T. Carlsson Residing at Cook County, Illinois

Notary Public in and for the State of Illinois

My commission expires 7/28/08



**EXONERATION CLAUSE IS ATTACHED  
 HERETO AND MADE A PART HEREOF.**

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## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

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, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank as successor Trustee to GreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

First National Bank as successor Trustee to  
GreatBanc Trust Company, not individually,  
but solely as Trustee Under Trust No. 8548

By Angela Bennett  
Assistant Vice President &  
Sr. Land Trust Officer