

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Great Lakes Bank, NA
LANSING BRANCH
13057 S WESTERN AVE
BLUE ISLAND, IL 60406



Doc#: 0600335125 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2006 07:58 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

GLFR-Cred Admin
11346 S. Cicero Avenue
Alsip, IL 60803

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

ANICE VENZANT, LOAN OPERATIONS SPECIALIST
Great Lakes Bank, NA
13057 S WESTERN AVE
BLUE ISLAND, IL 60406

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 26, 2005, is made and executed between SUBURBAN BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO MATTESON RICHTON BANK, not personally but as T/U/T/A NO. 74-1475 DATED 03-04-85 (referred to below as "Grantor") and Great Lakes Bank, NA, whose address is 13057 S WESTERN AVE, BLUE ISLAND, IL 60406 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 18, 1985 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON 03-25-85 AS DOCUMENT NO. 27486454 AND NO. 27486455 AND MODIFICATION OF MORTGAGE RECORDED 11-08-93, 03-23-95 AND 03-14-03 AS DOCUMENT NO. 93-906739, DOCUMENT NO. 95196718 AND DOCUMENT NO. 0030357142 .

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

LOTS 14 AND 15 IN BLOCK 1 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25 ALSO THE EAST 16 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 17058 DIXIE HIGHWAY, HAZEL CREST, IL 60429. The Real Property tax identification number is 29-30-131-036-0000 AND 29-30-131-037-0000.

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

CHANGE MATURITY DATE TO 09-01-20

INCREASE LIEN AMOUNT TO \$180,000.00

CHANGE LOAN NUMBER TO 20052136.

BOX 334 CTE

82 82 558 L

50

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

Loan No: 20052136

Page 2

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.

TAX AND INSURANCE RESERVES. Borrower agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Borrower shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Note is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Borrower, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 20052136

(Continued)

Page 3

GRANTOR:

SUBURBAN BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO
MATTESON RICHTON BANK AS T/U/T/A NO. 74-1475 DATED 03-04-85

By:


Authorized Signer for SUBURBAN BANK AND TRUST
COMPANY SUCCESSOR TRUSTEE TO MATTESON RICHTON
BANK AS T/U/T/A NO. 74-1475 DATED 03-04-85

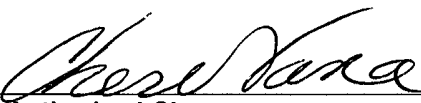
By:

~~Authorized Signer for SUBURBAN BANK AND TRUST
COMPANY SUCCESSOR TRUSTEE TO MATTESON RICHTON
BANK AS T/U/T/A NO. 74-1475 DATED 03-04-85~~

LENDER:

GREAT LAKES BANK, NA

X


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 while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not at personal warranties, indemnities, 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 Suburban Bank & Trust Company or any of the beneficiaries under said 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.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 20052136

Page 4

TRUST ACKNOWLEDGMENT

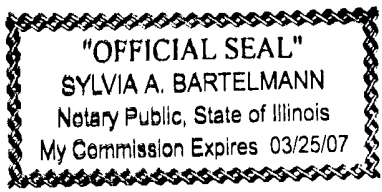
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 29th day of August, before me, the undersigned Notary Public, personally appeared ROSEMARY MAZUR, VICE PRESIDENT

, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification 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 3-25-07



County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 20052136

Page 5

LENDER ACKNOWLEDGMENT

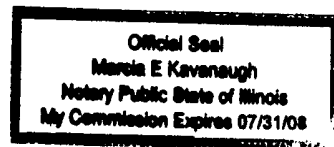
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 20th day of August, 2005 before me, the undersigned Notary Public, personally appeared CHERI WANA and known to me to be the 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 Marcia E. Kavanaugh Residing at Lennox Hill

Notary Public in and for the State of Illinois

My commission expires 7-31-08



Cook County Clerk's Office