

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

CORNERSTONE NATIONAL  
BANK & TRUST COMPANY  
ONE WEST NORTHWEST  
HIGHWAY  
PALATINE, IL 60067



Doc#: 0617008136 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/19/2006 11:53 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

CORNERSTONE NATIONAL  
BANK & TRUST COMPANY  
ONE WEST NORTHWEST  
HIGHWAY  
PALATINE, IL 60067

CTIC-HE

**FOR RECORDER'S USE ONLY**

#25083444

This Modification of Mortgage prepared by:

John J. Callahan, Senior Vice President  
CORNERSTONE NATIONAL BANK & TRUST COMPANY  
ONE WEST NORTHWEST HIGHWAY  
PALATINE, IL 60067

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 19, 2006, is made and executed between America United Bank & Trust, not personally but as Trustee on behalf of America United Bank & Trust, whose address is 321 W. Golf Rd., Schaumburg, IL 60173 (referred to below as "Grantor") and CORNERSTONE NATIONAL BANK & TRUST COMPANY, whose address is ONE WEST NORTHWEST HIGHWAY, PALATINE, IL 60067 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 17, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

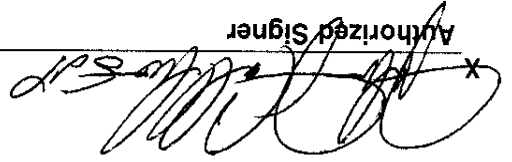
Recorded January 13, 2006 as document number 0601332096.

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

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 00 MINUTES 34 SECONDS EAST, THENCE NORTH 07 DEGREES 00 MINUTES 54 SECONDS WEST, 171.40 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 25 SECONDS EAST, 155.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 25 SECONDS EAST, 95.56 FEET; THENCE NORTH 85 DEGREES 05 MINUTES 29 SECONDS WEST, 146.54.00 FEET; THENCE SOUTH 82 DEGREES 17 MINUTES 00 SECONDS WEST, 143.00 FEET; THENCE SOUTH 59 DEGREES 31 MINUTES 03 SECONDS WEST, 91.36 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, 21.65 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 34 SECONDS WEST, 214.50 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS EAST, 184.06 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 19.50 FEET TO THE EAST LINE

# UNOFFICIAL COPY

Authorized Signer




CORNERSTONE NATIONAL BANK & TRUST COMPANY

LENDER:

104-1440

Grantor for America United Bank & Trust Company Trust No.

Attest: 

104-1440

Grantor for America United Bank & Trust Company Trust No.

Trustee as aforesaid

AMERICA UNITED BANK & TRUST COMPANY TRUST NO. 104-1440 not personally but solely as

GRANTOR:

JANUARY 19, 2006.

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

actions.

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 endorses 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

Increase Principal amount to \$10,279,748.20 and Mortgage amount to 10,279,748.20.

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

Property tax identification number is n/a see legal description

The Real Property or its address is commonly known as 1720 South Roselle Road, Inverness, IL 60067. The Real

*fn 02-28-301-038*

COOK COUNTY, ILLINOIS.

OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 203.48 FEET; THENCE SOUTH 89 46 MINUTES 34 SECONDS EAST, 600.22 FEET TO THE POINT OF BEGINNING, IN

Property of Cook County

This instrument is executed by AMERICA UNITED BANK AND TRUST COMPANY USA not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by AMERICA UNITED BANK AND TRUST COMPANY USA are undertaken by it solely as Trustee as aforesaid and not individually and no personal liability shall be asserted of the grantor against AMERICA UNITED BANK AND TRUST COMPANY USA by reason of any of the covenants, statements, representations, or warranties contained in this instrument.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 35100

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 17th day of February, 2006 before me, the undersigned Notary Public, personally appeared Jeaneen Berkowitz, Assistant Trust Officer and Marsha Johnson, Assistant Secretary of AmeriUnited Bank, 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 *Maria Garcia* Residing at Streamwood, Illinois  
 Notary Public in and for the State of Illinois

My commission expires 08/27/2006

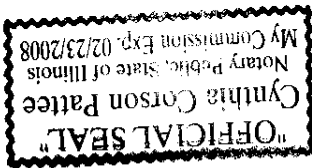


Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Property of Cook County

LASER PRO Lending, Ver. 5.28.00.005 Copy: Notary Financial Solutions, Inc. 1997, 2006 All Rights Reserved. IL FICFPLPUG201.PC TR-2751



My commission expires 2-23-08

Notary Public in and for the State of Illinois

By Cynthia Corson Pattee  
Residing at Palatka  
Lender.

that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the authorized agent for the Lender that executed the within and foregoing instrument and

On this 17 day of January, 2006, and known to me to be the 58 V.P. Public, personally appeared John Ballahay

STATE OF Illinois  
COUNTY OF Chc  
)  
) SS  
)

## LENDER ACKNOWLEDGMENT