

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Bridgeview Bank Group  
7940 S. Harlem Ave.  
Bridgeview, IL 60455



Doc#: 0619231058 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/11/2006 10:44 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Bridgeview Bank Group  
ATTN: Loan Operations  
4753 N Broadway  
Chicago, IL 60640

**SEND TAX NOTICES TO:**

Bridgeview Bank Group  
ATTN: Loan Operations  
4753 N Broadway  
Chicago, IL 60640

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Bridgeview Bank Group  
4753 N. Broadway  
Chicago, IL 60640

121612-ETC

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 6, 2006, is made and executed between Western Springs National Bank and Trust, not personally but as Trustee on behalf of Western Springs National Bank and Trust as Trustee under Trust Agreement dated December 6, 1996 and known as Trust #3564, whose address is c/o ~~SKS&A Associates, Inc., 5917 S. Kensington, Countryside, IL 60521~~ (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender"). \*4456 Wolf Road, Western Springs, IL. 60558

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 6, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on February 18, 2004 as Document No. 0404926336 and 0404926337; respectively.

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

LOT 7 IN RON PAUL'S SUBDIVISION OF LOT 2 IN BLOCK 3 AND LOTS 1 AND 2 IN BLOCK 6 IN F. H. BARTLETT'S GOLF VIEW, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8101 W. 84th Street, Justice, IL 60458. The Real Property tax identification number is 18-35-405-017-0000.

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

Increase the principal amount secured from \$512,000.00 to \$580,000.00; Increase the maximum lien amount from \$1,024,000.00 to \$1,160,000.00 as evidenced by Promissory Note dated June 6, 2006. All other terms and conditions of the original Mortgage shall remain in full force and effect.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

*[Handwritten signature]*

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Property of

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 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 a 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 JUNE 6, 2006.**

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 612385500-11503

GRANTOR:

WESTERN SPRINGS NATIONAL BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1996 AND KNOWN AS TRUST #3564

WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but as Trustee under that certain trust agreement dated 12-06-1996 and known as Western Springs National Bank and Trust as Trustee under Trust Agreement dated December 6, 1996 and known as Trust #3564.

DANIEL N. WLODEK

TRUST OFFICER



By: [Signature]  
Authorized Signer for Western Springs National Bank and Trust

By: [Signature]  
Authorized Signer for Western Springs National Bank and Trust  
VANCE E. HALVORSON

LENDER: ASSISTANT TRUST OFFICER

BRIDGEVIEW BANK GROUP

X \_\_\_\_\_  
Authorized Signer

This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, are undertaken by it solely as Trustee, as aforesaid and not individually and no personal liability shall be asserted or be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

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## MODIFICATION OF MORTGAGE

Loan No: 612385500-11503

(Continued)

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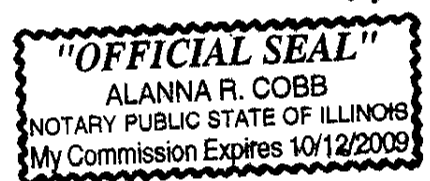
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 6th day of June 2006 before me, the undersigned Notary Public, personally appeared Brent Meder and known to me to be the AVP, 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 Alanna R Cobb  
 Notary Public in and for the State of Illinois  
 My commission expires 10-12-09

Residing at **BRIDGEVIEW BANK GROUP**  
**BRIDGEVIEW BANK GROUP**  
**1978 N HALSTED**  
**CHICAGO, IL 60614**



County Clerk's Office