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0634746172

RECORDATION REQUESTED BY:

The Bank of Commerce
171 E. Irving Park Road
Wood Dale, IL 60191-2023

Doc#: 0634746172 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2006 12:18 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

The Bank of Commerce
171 E. Irving Park Road
Wood Dale, IL 60191-2023

H25106317
C/C-HE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Eric Blaser, Commercial Loan Department
The Bank of Commerce
171 E. Irving Park Road
Wood Dale, IL 60191-2023

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 20, 2006, is made and executed between US BANK NA, not personally but as Trustee on behalf of TRUST #7480 dated 6/13/01, whose address is 104 N OAK PARK AVE OAK PARK IL 60301 (referred to below as "Grantor") and The Bank of Commerce, whose address is 171 E. Irving Park Road, Wood Dale, IL 60191-2023 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows

Mortgage dated December 22, 2003 and recorded in the office of Cook County Recorder of Deeds on January 1, 2004 in the amount of \$500,000.00. Document number 0400242140.

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

LOTS 9 AND 10 (EXCEPT THE NORTH 15 FEET THEREOF) IN BLOCK 2 IN KOMAREK'S WEST 22ND STREET 3RD ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8459 W. Cermak, North Riverside, IL 60515. The Real Property tax identification number is 15-26-106-001-0000; 15-26-106-002-0000.

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

Rate increase to 6.75% and loan amount increased to \$575,000.00. The payments will be quarterly interest payments only.

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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 14440112

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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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 20, 2006.

GRANTOR:

US BANK TRUST #7480

US BANK NA , not personally but as Trustee under that certain trust agreement dated 06-13-2001 and known as US BANK TRUST #7480.

By: *Angela McClain*
Authorized Signer for US BANK NA

Land Trust Officer
See trustee exoneration rider
attached & made a part hereof

LENDER:

THE BANK OF COMMERCE

x *Conrad Hayes*
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 14440112

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

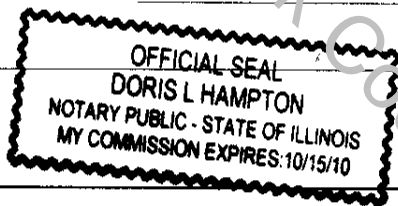
On this 20th day of NOvember, 2006 before me, the undersigned Notary Public, personally appeared Angela McClain Land Trust Officer of U.S. Bank

, 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 *Doris L. Hampton* Residing at IL

Notary Public in and for the State of IL

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 14440112

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LENDER ACKNOWLEDGMENT

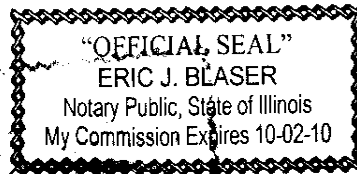
STATE OF Illinois)
) SS
 COUNTY OF Dupage)

On this 20th day of November, 2006 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ 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 Eric J Blaser Residing at Dupage

Notary Public in and for the State of Illinois

My commission expires 10-2-10



Cook County Clerk's Office

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 7480 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.