

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

AmeriMark Bank  
5456 S. LaGrange Road  
Countryside, IL 60525

Doc#: 0701015051 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/10/2007 11:28 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

AmeriMark Bank  
5456 S. LaGrange Road  
Countryside, IL 60525

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Susan L. Skinner, Loan Administration  
AMERIMARK BANK  
5456 S. LAGRANGE RD  
COUNTRYSIDE, IL 60525

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 22, 2006, is made and executed between AmeriMark Bank, not personally but as Trustee on behalf of AmeriMark Bank Trust #04-537 dated January 22, 2004, whose address is 5456 S. Lagrange Road, Countryside, IL 60525 (referred to below as "Grantor") and AmeriMark Bank, whose address is 5456 S. LaGrange Road, Countryside, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 22, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 14, 2005 as Document Number 0528747051.

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

THAT PART OF LOT 3 OF COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE NORTH 385 FEET OF THE WEST 170 FEET OF THE EAST 406.79 FEET OF THE WEST 1313.58 FEET OF THE NORTH 1349.80 FEET OF THE SOUTH 1/2 OF SAID SECTION (EXCEPT THAT PART THEREOF TAKEN AND USED FOR ROADWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14144 131st St., Lemont, IL 60439. The Real Property tax identification number is 22-34-300-030.

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

Extend maturity date to September 22, 2007.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 2006.**

**GRANTOR:**

AMERIMARK BANK TRUST #04-537 DATED JANUARY 22, 2004


By: 

Authorized Signer for AmeriMark Bank

This document is executed by AmeriMark Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the grantor herein and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on AmeriMark Bank.

**LENDER:**

AMERIMARK BANK

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

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

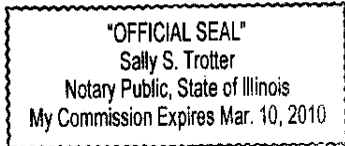
STATE OF Ill. )  
 )  
 ) SS  
 COUNTY OF De Kalb )

On this 20th day of Sept., 2006 before me, the undersigned Notary Public, personally appeared **Authorized Signer for AmeriMark Bank of AmeriMark Bank Trust #04-537 dated January 22, 2004**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By \_\_\_\_\_ Residing at Villa Park, Ill.

Notary Public in and for the State of Ill.

My commission expires \_\_\_\_\_



Notary Public of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illini )  
 ) SS  
COUNTY OF De Puy )

On this 22nd day of Sept, 2006 before me, the undersigned Notary Public, personally appeared Barbara J. Koon and known to me to be the S. V.P., 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 Sally S. Trotter Residing at Villa Park St  
Notary Public in and for the State of Illini

My commission expires 3/10/10

