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RECORDATION REQUESTED BY:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645



Doc#: 0712955095 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/09/2007 03:37 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

SEND TAX NOTICES TO:

Devon Bank, not personally
but as Trustee under that
certain trust agreement dated
December 10, 1979 and
known as Devon Bank Trust
#3946
6445 N. Western Ave.
Chicago, IL 60645

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

G Hernandez, Commercial Loan Department
Devon Bank
6445 N. Western Ave.
Chicago, IL 60645

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 31, 2006, is made and executed between Devon Bank, not personally but as Trustee on behalf of Devon Bank Trust #3946, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 16, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 22, 2006 as document 0617344011 in the Office of the Recorder of Deeds of Cook County, Illinois.

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

Lots 1 through 3 inclusive and the North 8 feet of Lot 4 (except that part of said lots taken for the widening of Western Avenue) in Block 19 in National City Realty Company's 4th Addition to Rogers Park Manor, being a subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, lying North and South of the Indian Boundary Line, in Cook County, Illinois.

The Real Property or its address is commonly known as 6868 N. Western Avenue, Chicago, IL 60645. The Real Property tax identification number is 10-36-226-035-0000.

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

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MODIFICATION OF MORTGAGE

Loan No: 539440500

(Continued)

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The Maturity Date is hereby extended to July 10, 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 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 OCTOBER 31, 2006.

GRANTOR:

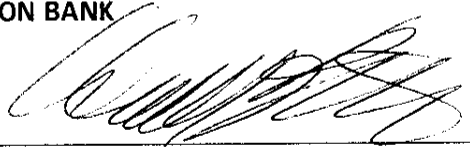
All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

DEVON BANK, not personally but as Trustee under that certain trust agreement dated 12-10-1979 and known as Devon Bank Trust #3946.

By 
Christina Simikoski, Land Trust Officer of Devon Bank

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

LENDER:

DEVON BANK
X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 539440500

(Continued)

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TRUST ACKNOWLEDGMENT

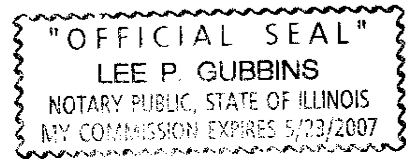
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 24 day of APRIL, 2007 before me, the undersigned Notary Public, personally appeared **Christine Simikoski, Land Trust Officer of Devon Bank**, 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 Lee P. Gubbins Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 05/23/10



LENDER ACKNOWLEDGMENT

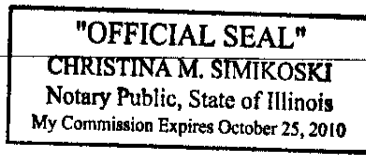
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 24 day of APRIL, 2007 before me, the undersigned Notary Public, personally appeared DALE BURTON 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 [Signature] Residing at 645 N Western

Notary Public in and for the State of ILLINOIS

My commission expires _____



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MODIFICATION OF MORTGAGE

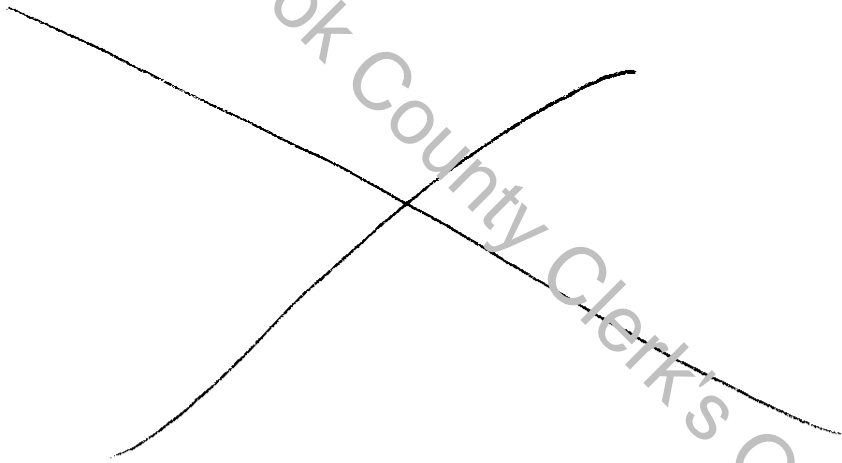
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Loan No: 539440500

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EXCULPATORY RIDER

This instrument is executed by DEVON BANK, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by DEVON BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against DEVON BANK by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that DEVON BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provision of this exculpatory rider and the provisions of the document of which it is attached, the provisions of this rider shall govern.