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Doc#: 0724247044 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/30/2007 11:12 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
INTERSTATE BANK
ATTN: LOAN DEPARTMENT
15533 S. CICERO AVENUE
OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
ROBERTA MITCHELL (LOAN #5025691-9001)
INTERSTATE BANK
15533 S. CICERO AVENUE
OAK FOREST, IL 60452

966165 V1 TV

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 19, 2007, is made and executed between Interstate Bank, not personally but as Trustee on behalf of Interstate Bank, as Trustee, U/T/A dated 1/15/88 A/K/A Trust #88-106, whose address is 15533 S. Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 15533 S. CICERO AVENUE, OAK FOREST, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 20, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded December 28, 2006 in the Cook County Recorder of Deeds Office, Document Number 0636247132.

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

Lot 29 in Jones Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian and part of Lot 12 in Duvan's Rob Roy Commercial Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles June 11, 1986 as Document No. LR3522117, in Cook County, Illinois.

The Real Property or its address is commonly known as 6216 Jill Ann Drive, Oak Forest, IL 60452. The Real Property tax identification number is 28-17-317-044-0000.

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

Principal Increase to an amount not to exceed \$50,000.00.

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

5

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 5025691-9001

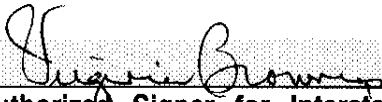
Page 2

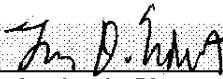
performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 JULY 19, 2007.

**GRANTOR: SUBJECT TO THE EXCULPATORY PROVISIONS
ATTACHED HERETO AND MADE A PART OF.**

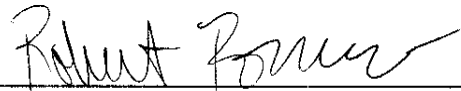
**INTERSTATE BANK, AS TRUSTEE, U/T/A DATED 1/15/88 A/K/A TRUST
#88-106**

By: 
Authorized Signer for Interstate Bank, as Trustee, U/T/A
dated 1/15/88 A/K/A Trust #88-106 Virginia Browning, Sr. V.P. & Trust Officer

By: 
Authorized Signer for Interstate Bank, as Trustee, U/T/A
dated 1/15/88 A/K/A Trust #88-106 Tom DeRobertis, Sr. Vice President

LENDER:

INTERSTATE BANK

x 
Authorized Signer

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MORTGAGE/TRUST DEED EXONERATION RIDER

This Mortgage/Trust Deed is executed by Interstate Bank, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained in this Mortgage/Trust Deed or in any related Note shall be construed as creating any liability on the Trustee or on Interstate Bank personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by the Mortgagee/Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and Interstate Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or in the manner provided herein or in said Note or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this Rider and the Mortgage/Trust Deed on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5025691-9001

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 20th day of July, 2007 before me, the undersigned Notary Public, personally appeared Virginia Browning Sr, V.P. & Trust Officer of Interstate Bank, as Trustee, U/T/A dated 1/15/88 A/K/A Trust #88-106 and Tom DeRobertis Sr. Vice President of Interstate Bank, as Trustee, U/T/A dated 1/15/88 A/K/A Trust #88-106, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Rita F. Walker Residing at Ginley Park, IL

Notary Public in and for the State of Illinois

My commission expires 7-23-10



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5025691-9001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 19 day of July, 2007 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the Vice President, 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 Deborah A Cassata Residing at _____

Notary Public in and for the State of IL

My commission expires 9-14-09



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