

# UNOFFICIAL COPY



0725339042

RECORDATION REQUESTED BY:  
NATIONAL BANK OF  
COMMERCE  
5500 ST. CHARLES ROAD  
BERKELEY, IL 60163

Doc#: 0725339042 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/10/2007 09:00 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
NATIONAL BANK OF  
COMMERCE  
5500 ST. CHARLES ROAD  
BERKELEY, IL 60163



SEND TAX NOTICES TO:  
NATIONAL BANK OF  
COMMERCE  
5500 ST. CHARLES ROAD  
BERKELEY, IL 60163

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Diane F. Presco  
NATIONAL BANK OF COMMERCE  
5500 ST. CHARLES ROAD  
BERKELEY, IL 60163

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 13, 2007, is made and executed between FIRST AMERICAN BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 8, 1998 AND KNOWN AS TRUST NUMBER 1-98-118, (referred to below as "Grantor") and NATIONAL BANK OF COMMERCE, whose address is 5500 ST. CHARLES ROAD, BERKELEY, IL 60163 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 28, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Document No. 0613604027 recorded May 16, 2006.**

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

LOT 3, LOT 4 AND LOT 5 (EXCEPT THAT PART OF THE WEST 9.51 FEET THEREOF LYING SOUTH OF THE SOUTH LINE OF THE ALLEY AND THE SOUTH LINE OF THE ALLEY PRODUCED EAST) IN BLOCK 10 IN BERKELEY LAWN, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PART THEREOF TAKEN FOR WIDENING OF BUTTERFIELD ROAD) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5900 Butterfield Road, Berkeley, IL 60163. The Real Property tax identification number is 15-18-103-037-0000.

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

**Add cross-collateralization language to mortgage.**

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 222568906

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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.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 13, 2007.**

GRANTOR:

FIRST AMERICAN BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE  
UNDER TRUST AGREEMENT DATED JUNE 8,, 1998 AND KNOWN AS  
TRUST NUMBER 1-98-118

By: *Andrew S. Sch...* *AME*

Attest: *Joy L. Schultz*

~~Authorized Signer for FIRST AMERICAN BANK, NOT  
PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JUNE 8,, 1998 AND KNOWN AS TRUST  
NUMBER 1-98-118~~

LENDER:

NATIONAL BANK OF COMMERCE

Exoneration provision restricting any liability  
of First American Bank attached hereto  
is expressly made a part hereof.

x *Gordon V. Carlson*  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 222568906

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### TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of FIRST AMERICAN BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 8,, 1998 AND KNOWN AS TRUST NUMBER 1-98-118 , 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 \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

**SEE CORPORATE NOTARY  
ATTACHED HERETO**

OFFICE OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

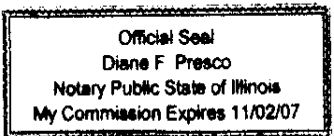
Loan No: 222568906

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 31st day of August, 2007 before me, the undersigned Notary Public, personally appeared Donald Quinn 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 Donald Quinn Residing at 5500 St Charles Rd  
Brookly, IL  
 Notary Public in and for the State of Illinois  
 My commission expires 11/2/07



LABEL PRO Lending, Ver. 6.36.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. IL LACFILPLUG201.FG TR-3051 PR-1

RECORDED  
 07/31/07 11:42 AM  
 COOK COUNTY CLERK'S OFFICE

Cook County Clerk's Office

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## Exculpation of Trustee

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

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STATE OF ILLINOIS            )  
   ) SS:  
 COUNTY OF KANE             )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANDREW E. SKELTON personally known to me to be a Trust Relationship Officer of First American Bank, an Illinois banking corporation, and JOY N. SCHILTZ, personally known to me to be a Trust Relationship Officer of First American Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Trust Relationship Officer and Trust Relationship Officer of said corporation they signed the foregoing instrument of their own free and voluntary act and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22th day of August, 2007.

Jaime Miller  
 Notary Public



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