

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

State Bank of Countryside  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

**WHEN RECORDED MAIL TO:**

State Bank of Countryside  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525



Doc#: 0726133064 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/18/2007 10:16 AM Pg: 1 of 4

**SEND TAX NOTICES TO:**

State Bank of Countryside atut  
dated 09-25-01 aka trust#  
01-2344 and not personally  
6734 Joliet Road  
Countryside, IL 60525

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Angela M. Rutledge  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

C.T.I./CY  
8298704  
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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 29, 2007, is made and executed between State Bank of Countryside, not personally but as Trustee on behalf of State Bank of Countryside atut dated 09-25-01 aka trust# 01-2344 and not personally (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender.")

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 8, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as document number 0527133194 on 09-28-2005.

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

THE NORTH 30 FEET OF LOT 3 IN BLOCK 6, IN CLYBOURNE'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5069 N. Wolcott, Chicago, IL 60640. The Real Property tax identification number is 14-07-407-002-0000.

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

Principal Increase of \$66,250 to a total loan amount of \$775,000 and extend maturity date.

**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

**BOX 333-CTI**

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## MODIFICATION OF MORTGAGE

Loan No: 907139099-18

(Continued)

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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 AUGUST 29, 2007.**

**GRANTOR:**

**STATE BANK OF COUNTRYSIDE ATUT DATED 09-25-01 AKA TRUST# 01-2344 AND NOT PERSONALLY**

By: *Joan Hicks*  
Authorized Signer for State Bank of Countryside atut dated 09-25-01 aka trust# 01-2344 and not personally

By: *Walter O'Keefe*  
Authorized Signer for State Bank of Countryside atut dated 09-25-01 aka trust# 01-2344 and not personally

**LENDER:**

**STATE BANK OF COUNTRYSIDE**

X *Walter O'Keefe*  
Authorized Signer

**NOTE: EXONERATION CLAUSE**

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any trust property which may be in the hands of the Trustee, except that no claim shall rest upon the State Bank of Countryside personally or as Trustee in execution of any of the mortgage, as to or proceeds of any real estate in said Trust. Said Trustee shall not be held liable for the performance of any of the terms and conditions of any of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, leases, liens and representations of any kind by the State Bank of Countryside hereinafter made shall not in any way be considered the responsibility and liability of the State Bank of Countryside. The Trustee's exoneratory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 907139099-18

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### TRUST ACKNOWLEDGMENT

STATE OF Ill )  
 )  
 COUNTY OF Cook ) SS  
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On this 11 day of Sept, 07 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of State Bank of Countryside atut dated 09-25-01 aka trust# 01-2344 and not personally and William O. Kerth, Sr. VP of State Bank of Countryside atut dated 09-25-01 aka trust# 01-2344 and not personally, 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 [Signature] Residing at \_\_\_\_\_

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

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



Notary Public of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 907139099-18

(Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Ill )  
 )  
 COUNTY OF Cook ) SS  
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On this 11 day of Sept, 07 before me, the undersigned Notary Public, personally appeared William O. Kerth, Sr. V.P. and known to me to be the \_\_\_\_\_, authorized agent for **State Bank of Countryside** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Bank of Countryside**, duly authorized by **State Bank of Countryside** 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 in fact executed this said instrument on behalf of **State Bank of Countryside**.

By [Signature]  
 Notary Public in and for the State of \_\_\_\_\_

Residing at  
 Official Seal  
 Angela M Rutledge  
 Notary Public State of Illinois  
 My Commission Expires 08/01/2009

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

Cook County Clerk's Office