



Doc#: 0727656069 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/03/2007 03:36 PM Pg: 1 of 5

CHICAGO TITLE LAND TRUST COMPANY is successor
Law Successor to LaSalle Bank National Association and
Successor to American National Bank and Trust Company of Chicago, Illinois, as Trustee under Trust Agreement dated
June 13, 1996 and known as Trust No. 5060AH ("Borrower"), and DONALD TROUT and ELAINE TROUT, of Mt. Prospect,
Illinois ("Holder").
MODIFICATION
AMENDMENT TO INSTALLMENT NOTE AND TRUST DEED

MODIFICATION AGREEMENT AND AMENDMENT TO INSTALLMENT NOTE AND TRUST DEED

This Modification Agreement and Amendment to Installment Note and Trust Deed (this "Agreement") is made and entered into on this 21 day of September, 2007, by and between Chicago Title Land Trust Company,* Successor to Chicago Title and Trust Company, an Illinois corporation, ("Trustee"), Chicago Title Land Trust Company, Successor to American National Bank and Trust Company of Chicago, Illinois, as Trustee under Trust Agreement dated June 13, 1996 and known as Trust No. 5060AH ("Borrower"), and DONALD TROUT and ELAINE TROUT, of Mt. Prospect, Illinois ("Holder").

RECITALS

This Agreement is based upon the following recitals:

A. Borrower made an Promissory Note (the "Note") dated June 21, 1996, in the original principal amount of Three Hundred Ninety Thousand (\$390,000.00) dollars payable to Holder evidencing a loan (the "Loan") in the principal amount of the Note;

B. To secure the repayment of the Loan, Borrower provided a trust deed (the "Trust Deed") to Trustee dated June 21, 1996 encumbering, inter alia, certain personal property described in the Trust Deed and real property legally described as follows:

Parcel 1: That part of Lot One in OAK TRAILS, a planned unit development of part of Lot 6 in Leverenz Brothers Subdivision and part of the East 1/2 of the Southeast 1/4 of Section 9, Township 41 North, Range 12 East of the 3rd Principal Meridian, the plat of said planned unit development having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 11, 1989 as Document No. 89015524, bounded by a line described as follows:

Commencing at the southwest corner of said Lot One; thence North 90 degrees 00 minutes 00 seconds East along the South line of said lot, a distance of 66.53 feet; thence North 01 degree 35 minutes 00 seconds East along a line parallel with the West line of said lot, a distance of 63.02 feet for a place of beginning of that parcel of land to be described; thence continuing North 01 degree 35 minutes 00 seconds East, 64.67 feet; thence South 88 degrees 25 minutes 00 seconds East, 48.0 feet; thence South 01 degree 35 minutes 00 seconds West, 64.67 feet; thence North 88 degrees 25 minutes 00 seconds West, 48.0 feet to the place of beginning.

Parcel 2: Easement for Ingress and Egress appurtenant to and for the benefit of the above as set forth and defined in that "Declaration of Easements and Covenants" recorded December 15, 1989 as Document No. 89600283

Pin: 09-09-401-082-0000

Property Address: 376 Oak Trail, Des Plaines, IL

The Trust Deed was recorded June 26, 1996 as Document No. 96493213 with the Recorder of Deeds of Cook County, Illinois;

C. Under the provisions of the Note and Trust Deed, all principal and any accrued and unpaid interest was due and to be paid in full on July 1, 2001.

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D. On May 31, 2001, the parties executed a Modification Agreement and Amendment to Installment Note and Trust Deed, which document was recorded on July 5, 2001 with the Recorder of Deeds of Cook County Illinois as document number 0010591493 (the "First Modification") wherein the interest rate on the note was adjusted, the due date of the final payment was extended to June 1, 2008, and the penalty for prepayment was removed. The Note and Trust Deed as modified by the First Modification are hereinafter collectively referred to as the "Existing Loan Documents".

E. On October 24, 2002, the parties executed a Modification Agreement and Amendment to Installment Note and Trust Deed, which document was recorded on November 7, 2002 with the Recorder of Deeds of Cook County Illinois as document number 0010591493 (the "Second Modification") wherein the interest rate on the note was adjusted, the due date of the final payment was extended to October 31, 2007, and a penalty for prepayment was added. The Note and Trust Deed as modified by the First Modification and Second Modifications are hereinafter collectively referred to as the "Existing Loan Documents".

E. Borrower has requested that the Existing Loan Documents be modified to extend the date of the final payment of all principal and interest to September 30, 2012, and the Holder of the Note will consent to such extension and modification. Borrower has further requested that the interest rate on the amount due under the Note remain at 5 7/8%. The Holder has consented to such modifications.

AGREEMENTS

Now therefore in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree to enter into this Agreement to, in part, modify and amend the Existing Loan Documents upon the following terms and conditions, and the same are hereby so modified and amended:

1. Amendments to Existing Loan Documents. Notwithstanding the date of this Agreement, effective as of October 1, 2007 (the "Effective Date"):

A. Amendment of the Note. The Note is hereby amended as follows:

(1) Commencing on November 1, 2007, through September 30, 2012, the amount of the monthly installment payments of principal and interest shall be Two Thousand Three Hundred Eighty and 24/100 (\$2,380.24) dollars. A final payment of all remaining principal and all interest, if not sooner paid, shall be due on October 1, 2012.

B. Amendment of the Trust Deed. The Trust Deed is hereby amended as follows:

(1) Commencing on November 1, 2007, through September 1, 2012, the amount of the monthly installment payments of principal and interest shall be Two Thousand Three Hundred Eighty and 24/100 (\$2,380.24) dollars. A final payment of all remaining principal and all interest, if not sooner paid, shall be due on October 1, 2012.

2. Reaffirmation of Warranties and Representations. Each and every warranty, representation and covenant of Borrower made in connection with the Existing Loan Documents and not modified by this instrument are hereby reasserted and reaffirmed to Trustee and the Holder as true, correct and complete as of the date hereof.

The foregoing warranties, representations and covenants shall survive the execution and delivery of this Agreement, and shall be true, correct and complete and shall remain so until the full amount of the indebtedness and obligations of Borrower under the Note and Trust Deed are paid in full.

3. Controlling Agreement. In the event of a conflict in the terms of this Agreement and any of the Existing Loan Documents, the terms of this Agreement shall apply.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be effective as of October 1, 2007.

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TO American National Bank and Trust
Company of Chicago, Illinois, as Trustee under Trust
Agreement dated June 13, 1996 and known as Trust No.
5060AH and not personally

By *Joseph E. Sochacki*
JOSEPH E. SOCHACKI, TRUST OFFICER

HOLDER:

Donald Trout
DONALD TROUT

Elaine Trout

ELAINE TROUT

TRUSTEE:

CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TO CHICAGO TITLE AND TRUST
COMPANY, an Illinois, not individually, but sole in its
capacity as trustee as aforesaid

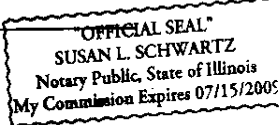
By: _____

Its: _____

State of Illinois)
County of Cook)

SS I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *Carlos Restrepo*, an officer of *LaSalle Bank N.A.*, personally appeared before me and acknowledge that he signed and delivered said instrument as free and voluntary act for the uses and purposes therein set forth.
Given under my hand and official seal this _____ day of _____, 2007

My commission expires: _____

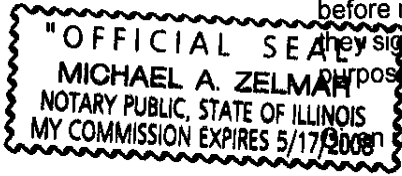


Schwartz
Notary Public

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State of Illinois)
County of Cook)

SS I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that DONALD TROUT and ELAINE TROUT personally appeared
before me this 21 day of Sept., 2007, and acknowledged that
they signed and delivered said instrument as their free and voluntary act for the uses and
purposes therein set forth.



Given under my hand and official seal this 21 day of Sept., 2007.

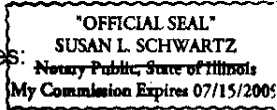
Michael A. Zelman
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK)

SS I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that JOSEPH F. SOCHACKI the Trust Officer of CHICAGO
TITLE LAND TRUST COMPANY, an Illinois corporation, personally known to me to be the
same person whose name is subscribed to the foregoing instrument as such
Trust Officer appeared before me this day in person and acknowledged that
signed and delivered the said instrument as his own free and voluntary act and as the
free and voluntary act of said Chicago Title and Trust Company, not individually, but solely
in its capacity as trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 2nd day of October, 2007.



Susan L. Schwartz
Notary Public

My commission expires: _____

Consent of Guarantor

On September 11, 1997, The undersigned executed and delivered a personal guaranty whereby the undersigned have jointly and severally personally guaranteed to DONALD TROUT and ELAINE TROUT the full payment and satisfaction of the above described Promissory Note and Trust Deed. The undersigned do hereby consent to the foregoing extension agreement and the modifications to the Promissory Note and Trust Deed contained therein including, without limitation, the adjustment of interest rate, adjustment of payment schedule and waiver of the prepayment penalty. The undersigned further acknowledge that following the execution of this agreement by all parties the aforesaid guaranty shall remain in full force and effect and enforceable in accordance with its terms.

Dated: _____

Guarantor

Guarantor

This document was prepared by:
MICHAEL A. ZELMAR
WICZER & ZELMAR, LLC
500 Skokie Blvd., Suite 350
Northbrook, Illinois 60062
Telephone: 847/849-4800

Michael Zelman
Joseph Sochacki

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 13, 1996, AND KNOWN AS TRUST NUMBER 5060AH ATTACHED TO AND MADE A PART OF THAT MODIFICATION AGREEMENT AND AMENDMENT TO INSTALLMENT NOTE AND TRUST DEED DATED SEPTEMBER 21, 2007.

It is expressly understood and agreed by and between the parties hereto, anything 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 said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee 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 said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.