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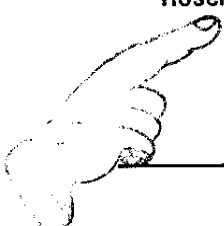
Doc#: 0729722019 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/24/2007 09:46 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company
Roselle Banking Center
505 N. Roselle
Roselle, IL 60172

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company
Roselle Banking Center
505 N. Roselle
Roselle, IL 60172



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by
IRIZARRY/HUSA
Midwest Bank and Trust Company
505 N. Roselle
Roselle, IL 60172

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 18, 2007 is made and executed between U.S. Bank, N.A., not personally but as Trustee under that certain trust agreement dated June 12, 1992 and known as U.S. Bank, N.A. f/k/a Colonial Bank, Trust No. 2044-C, whose address is 104 N. Oak Park Avenue, Oak Park, IL 60301 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 505 N. Roselle, Roselle, IL 60172 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded August 16, 2007 as Document No. 0722846007 in the office of Cook County Recorder of Deeds.

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

LOT 1 IN JOHN FLOWERS RESUBDIVISION OF LOTS 6 THROUGH 11, IN HENRY J. EHARD'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, NORTH OF THE C. AND NORTHWEST RAILROAD, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 302 W. Northwest Hwy, Mount Prospect, IL 60056. The Real Property tax identification number is 08-11-204-016-0000.

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated September 18, 2007 in the principal amount of \$70,000.00 payable to Midwest Bank and Trust Company. The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount "\$60,000.00" with the amount of "\$70,000.00".

SY
MY
PS
REI.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 33381850

(Continued)

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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 SEPTEMBER 18, 2007.

GRANTOR:

U.S. BANK, N.A., not personally but as Trustee under that certain trust agreement dated 06-12-1992 and known as U.S. Bank, N.A. f/k/a Colonial Bank, Trust No. 2044-C. EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.

By: *Jane Stark, VP*
Authorized Signer for U.S. Bank, N.A.

By: *Mary Sigel*
Authorized Signer for U.S. Bank, N.A.

LENDER:

MIDWEST BANK AND TRUST COMPANY

[Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 24TH day of SEPTEMBER, 2007 before me, the undersigned Notary Public, personally appeared JUNE STOUT, VICE PRESIDENT of U.S. Bank, N.A., Trustee of U.S. Bank, N.A. f/k/a Colonial Bank, Trust No. 2044-C and MARY FIGIEL, LAND TRUST OFFICER of U.S. Bank, N.A., Trustee of U.S. Bank, N.A. f/k/a Colonial Bank, Trust No. 2044-C, 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 Elizabeth Neiman Residing at 104 N OAK PARK AVE OAK PARK IL

Notary Public in and for the State of IL

My commission expires _____



Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

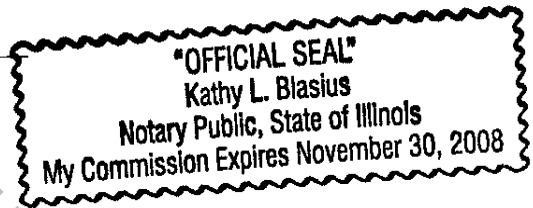
STATE OF Illinois)
) SS
 COUNTY OF DePage)

On this 27th day of September, 2007 before me, the undersigned Notary Public, personally appeared Glenn R Husa 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 [Signature] Residing at Midwest Bank + Trust

Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U. S. BANK, N.A., not personally but as Trustee under Trust No. 2044-C as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.