

# UNOFFICIAL COPY

## ALBANK MODIFICATION OF MORTGAGE



Doc#: 0810134125 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/10/2008 02:46 PM Pg: 1 of 4

**RETURN TO:**

Albany Bank & Trust Co  
3400 West Lawrence Avenue  
Chicago, IL 60625-5188  
Attn.: Michael A. Bentcover  
OR **BOX 35**

**THIS MODIFICATION OF MORTGAGE** dated April 2, 2008 is made and executed between Albany Bank and Trust Company, N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provision of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 15, 1986 and know as Trust Number 11-1383 (referred to below as "Grantor") and Albany Bank & Trust Company, N.A., whose address is 3400 W Lawrence Ave, Chicago, IL 60625 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 15, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**Recorded on October 6, 2005 as Document Number 0527955468**

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

**ADDRESS:** 15510-15544 SOUTH 70<sup>TH</sup> CT., ORLAND PARK, IL

**SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF**

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

**This Modification amends the mortgage so as to secure a total indebtedness of \$1,105,000.00.**

**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 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

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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.

This EXTENSION AGREEMENT is executed by the undersigned, ALBANY BANK & TRUST COMPANY N.A., not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this EXTENSION AGREEMENT shall be payable only out of the trust property which is the subject of this EXTENSION AGREEMENT, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this EXTENSION AGREEMENT is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personally responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied or for the validity or condition of the title to said property, or for any agreement with respect thereto. Any and all personal liability of ALBANY BANK & TRUST COMPANY N.A. is hereby expressly waived by the parties hereto, and their respective successor and assigns.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 2, 2008.**

**GRANTOR:**

**ALBANY BANK & TRUST COMPANY, N.A.  
U/T/A 11-4383**

BY: [Signature]  
Trust Officer

ATTEST: [Signature]  
Vice President

**LENDER:**

**ALBANY BANK & TRUST COMPANY, N.A.**

BY: [Signature]  
Michael A. Bentcover, Senior Vice President



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## EXHIBIT "A"

THE NORTH 385 FEET OF LOT 12 IN CATALINA'S COMMERCIAL AND INDUSTRIAL SUBDIVISION OF LOTS 3 AND 6 IN SILVER LAKE GARDENS UNIT NO. 7, A SUBDIVISION OF PART OF THE WEST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED NOVEMBER 2, 1973 AS DOCUMENT NO. 22532993, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 15510-44 S. 70<sup>TH</sup> COURT, ORLAND PARK, ILLINOIS

PERMANENT INDEX NUMBERS: 28-18-309-007-0000

Property of Cook County Clerk's Office