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RECORDATION REQUESTED BY:

Wheaton Bank & Trust
Company
211 South Wheaton Avenue
Wheaton, IL 60187



Doc#: 0810633008 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/15/2008 08:28 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Wheaton Bank & Trust
Company
211 South Wheaton Avenue
Wheaton, IL 60187

SEND TAX NOTICES TO:

Chicago Title Land Trust
171 N. Clark
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Colleen Hoepfner, Loan Operations
Wheaton Bank & Trust Company
211 South Wheaton Avenue
Wheaton, IL 60187

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2008, is made and executed between Chicago Title Land Trust successor Trustee to LaSalle National Trust, N. A. under Trust Agreement dated July 24, 1996 and known as Trust Number 120408 (referred to below as "Grantor") and Wheaton Bank & Trust Company, whose address is 211 South Wheaton Avenue, Wheaton, IL 60187 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 5, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 17, 1998 as Document Number 98724258.

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

PARCEL 1:

THAT PART OF LOTS 7 AND 8 IN COUNTY CLERKS DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF DIXIE HIGHWAY AND HICKORY ROAD (FORMERLY ROE STREET), SAID POINT BEING 30 FEET SOUTH OF CENTER OF HICKORY ROAD AND 33 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31 AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF DIXIE HIGHWAY SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 31, A DISTANCE OF 90 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE PARALLEL WITH AND 90 FEET SOUTH OF THE SOUTH LINE OF HICKORY ROAD, A DISTANCE OF 148 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH AND 148 FEET EAST OF THE EAST LINE OF DIXIE HIGHWAY, A DISTANCE OF 154.31 FEET TO A POINT IN A LINE WHICH IS 903.38 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 149 FEET TO A POINT IN A LINE 297 FEET EAST OF AND PARALLEL TO THE EAST LINE OF THE DIXIE HIGHWAY;

BOX 333-CT

5/8

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THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID DIXIE HIGHWAY, A DISTANCE OF 50 FEET TO A LINE 853.38 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 297 FEET TO THE EAST LINE OF DIXIE HIGHWAY; THENCE NORTH 204.31 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 31 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN THE COUNTY CLERKS DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1927 AS DOCUMENT NUMBER 9816722 IN BOOK 253 OF PLATS PAGE 2; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE EXTENDED 297 FEET TO THE EAST LINE OF DIXIE HIGHWAY; THENCE NORTH ALONG SAID EAST LINE OF DIXIE HIGHWAY, 346 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 346 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18141 Dixie Highway, Homewood, IL 60430. The Real Property tax identification number is 29-31-409-063-0000.

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

This Modification reflects: (1) that the word "Lender" shall now mean Wheaton Bank & Trust Company, its successors and assigns, f/k/a Northview Bank & Trust; (2) that the paragraph titled "OBLIGATIONS" is hereby amended to read as follows: This Mortgage shall secure the payment and performance of all Borrower and Grantor's present and future indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to: (a) this Mortgage and the promissory note dated April 1, 2008 in the principal amount of \$400,000.00 from Borrower to Lender, and all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing); and (b) all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement; (3) the Maturity Date is hereby deleted; and (4) the maximum principal amount of Indebtedness secured by the Mortgage is now \$400,000.00.

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 endorser 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 APRIL 1, 2008.

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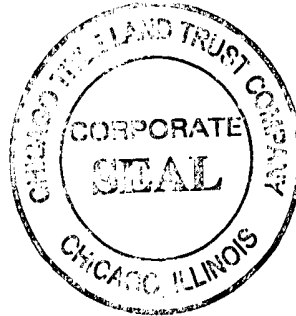
GRANTOR:

CHICAGO TITLE LAND TRUST CO., as Trustee
under Trust No. 120408, and not personally

By: *Edra M. Huska*
Authorized Signer for Chicago Title Land Trust

Attention not required

By: pursuant to powers by laws.
Authorized Signer for Chicago Title Land Trust



LENDER:

WHEATON BANK & TRUST COMPANY

X *[Signature]*
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made only by it solely in its capacity as Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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TRUST ACKNOWLEDGMENT

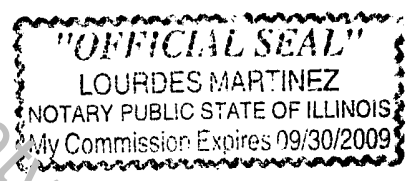
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 2nd day of April, 2008 before me, the undersigned Notary Public, personally appeared LIDIA MARINCA, TRUST OFFICER of Chicago Title Land Trust and _____ of Chicago Title Land Trust, 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 IL

My commission expires _____



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DeKalb)

On this 1st day of April, 2008 before me, the undersigned Notary Public, personally appeared Scott A. Brown and known to me to be the Sr. Vice President, authorized agent for **Wheaton Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Wheaton Bank & Trust Company**, duly authorized by **Wheaton Bank & Trust Company** 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 **Wheaton Bank & Trust Company**.

By Maureen T. Mihic Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6/4/08



DEPARTMENT OF COOK COUNTY CLERK'S OFFICE