

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



Doc#: 0814431019 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/23/2008 09:49 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

K.Hamb, Credit Administrator  
**MARQUETTE BANK**  
10000 West 151st Street  
Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 5, 2008, is made and executed between Marquette Bank, not personally but as Trustee on behalf of Marquette Bank Trust No. 17350 dated March 1, 2005, whose address is 6155 S Pulaski, Chicago, IL 60629 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the Cook County Recorder of Deeds as Document No. 0720633166 on July 25, 2007.

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

LOT 3 IN SOUTHMOOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 2003 AS DOCUMENT 0324132118, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 13100 Southwest Highway, Orland Park, IL 60462. The Real Property tax identification number is 23-34-302-002-0000.

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

**This Modification changes the interest rate from a variable interest rate based upon an Index, to a rate of 5.99% fixed per annum. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. NOTICE: Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.**

**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

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## MODIFICATION OF MORTGAGE (Continued)

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 MAY 5, 2008.

GRANTOR:

MARQUETTE BANK TRUST NO. 17350 DATED MARCH 1, 2005

EXCULPATORY LANGUAGE ATTACHED HERETO AND  
MADE A PART HEREOF

MARQUETTE BANK and known as Marquette Bank Trust No. 17350  
dated March 1, 2005.

By: Joyce A. Madsen, Land Trust Officer of  
Marquette Bank

Attest:

By: Lorraine Lachowicz, Assistant Secretary of  
Marquette Bank

LENDER:

MARQUETTE BANK

X Mark Madsen  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 8th day of May, 2008 before me, the undersigned Notary Public, personally appeared Joyce A. Madsen, **Land Trust Officer of Marquette Bank , Trustee of Marquette Bank Trust No. 17350 dated March 1, 2005** and Lorraine Lachowicz, **Assistant Secretary of Marquette Bank , Trustee of Marquette Bank Trust No. 17350 dated March 1, 2005**, 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 Diane Hall Residing at Orland Park

Notary Public in and for the State of Illinois

My commission expires 3-9-2011



Notary Public of Cook County Clerk's Office

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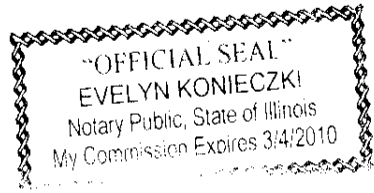
## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 8th day of May, 2008 before me, the undersigned Notary Public, personally appeared Mark Majdecki and known to me to be the Vice President, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE BANK** 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 **MARQUETTE BANK**.

By Evelyn Konieczki Residing at Alsip  
 Notary Public in and for the State of Illinois  
 My commission expires 3-4-10



Property of Cook County Clerk's Office

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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 17350 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 by and between the parties hereto anything herein 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 MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

County Clerk's Office