

UNOFFICIAL COPY



Doc#: 0816334082 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2008 02:11 PM Pg: 1 of 5

INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Citibank, N.A.
Commercial Real Estate Finance
500 West Madison Street
5th Floor
Chicago, Illinois 60661
Telephone: 312.627.3900
Loan No.: 02-8468860

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "**Agreement**") dated as of May 7, 2008 is made by and between **CITIBANK, N.A.**, a national banking association ("**Lender**") and **NORTH STAR TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST DATED JUNE 14, 1983 AND KNOWN AS TRUST NUMBER 6064** ("**Borrower**") with respect to the following facts and circumstances:

RECITALS:

WHEREAS, Borrower executed a promissory note ("**Note**") dated March 25, 2008 in favor of Lender, in the original principal amount of \$355,000.00, which Note is secured by a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("**Security Instrument**") dated of even date with the Note, executed by Borrower, encumbering certain real property with an address of 3901-03 Warren Avenue, in the City of Bellwood, County of Cook, State of Illinois, which Security Instrument was recorded with the Cook County Recorder of Deeds on March 28, 2008 as Document No. 0808809036, and which property is legally described in Exhibit A hereto;

WHEREAS, Lender and Borrower have discovered an inadvertent typographical error in the Loan Documents (as defined below);

WHEREAS, both parties desire to correct such error.

NOW, THEREFORE, notwithstanding anything to the contrary set forth in the Security Instrument, the Note, or any other Loan Documents, the parties hereto agree as follows:

1. The correct Loan Number in all of the Loan Documents should be Loan No. 02-8468860. All references to the Loan No. in the Note, the Security Instrument, and any of the Loan Documents shall be and hereby are amended such that Loan No. 02-8468860 shall be and hereby is substituted in all such places and the Loan No. in all of the Loan Documents shall be 02-8468860.
2. Borrower hereby ratifies and acknowledges the continuing validity and enforceability of the Note, Security Instrument, and all other documents entered into by Borrower in favor of Lender and relating to the loan made by Lender (collectively, the "**Loan Documents**") and the obligations and first liens evidenced thereby. Except as expressly provided in this Agreement, all terms, covenants, conditions and provisions of the Loan Documents shall be and remain in full force and effect as written unmodified

UNOFFICIAL COPY

hereby. In the event of any conflict between the terms of this Agreement and the Loan Documents, this Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above stated.

LENDER:

CITIBANK N.A., a national banking association

By: [Signature]
Name: James Davis
Title: Vice President

BORROWER:

NORTH STAR TRUST COMPANY, AS TRUSTEE
UNDER TRUST AGREEMENT DATED JUNE 14, 1983
AND KNOWN AS TRUST NUMBER 6064.

North Star Trust Company is the
Successor Trustee to the land trustee
named herein or to the successor
land trustee to the land trustee named
herein.

By: [Signature] [Signature]
Name: Silvia Medina Laurel D. Thorpe
Title: Trust Officer Trust Officer

**DOCUMENT IS NOT TO BE EXECUTED IN COUNTERPARTS
OR UNDER A POWER OF ATTORNEY
ALL SIGNATURES MUST BE ACKNOWLEDGED**

UNOFFICIAL COPY

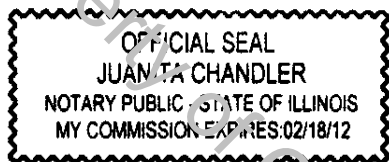
ACKNOWLEDGEMENTS

STATE OF ILLINOIS

COUNTY OF COOK

On this 2ND day of JUNE, 2008 before me, a Notary Public in and for said State, personally appeared Silvia Medina, the Trust Officer of North Star Trust Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the uses and purposes in such instrument.

WITNESS my hand and official seal.



Juanita Chandler

 Notary Public
 My Commission expires:

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

On this 30th day of MAY, 2008 before me, a Notary Public in and for said State, personally appeared SIM DAVIS, the VICE PRESIDENT of Citibank, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument Citibank, N.A., executed the instrument.

WITNESS my hand and official seal.



Bianca J. Dominguez
 Notary Public
 My Commission expires:

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

The Property is located in the City of Bellwood, County of Cook, State of Illinois and is described as follows:

LOTS 110, 111 AND 112 IN LEVI C. HETZEL'S ADDITION TO BELLWOOD IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 5901-03 Warren Avenue, Bellwood, Illinois

Tax Parcel Number: 15-09-318-039-0000

Property of Cook County Clerk's Office