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Illinois Anti-Predatory Lending Database Program



Doc#: 0822035273 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/07/2008 11:20 AM Pg: 1 of 5

Certificate of Exemption

Property of Cook County Clerk's Office

1410 8157581
amw

The property identified as: **PIN:** 18-02-311-081-0000

Address:

Street: 8608 WEST 47TH STREET

Street line 2:

City: LYONS

State: IL

ZIP Code: 60534

Lender: AMERICAN HEARTLAND BANK & TRUST

Borrower: WESTERN SPRINGS NATIONAL BANK & TRUST, TRUST #3564

Loan / Mortgage Amount: \$275,191.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: A258EB8C-FEA5-4F99-AA5B-A7048B77830C

Execution date: 07/21/2008

BOX 333-CT

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

AMERICAN HEARTLAND
BANK AND TRUST
799 HEARTLAND DRIVE
P.O. BOX 350
SUGAR GROVE, IL 60554

WHEN RECORDED MAIL TO:

AMERICAN HEARTLAND
BANK AND TRUST
799 HEARTLAND DRIVE
P.O. BOX 350
SUGAR GROVE, IL 60554

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
AMERICAN HEARTLAND BANK AND TRUST
799 HEARTLAND DRIVE, P.O. BOX 350
SUGAR GROVE, IL 60554

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 21, 2008, is made and executed between WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but as Trustee on behalf of WESTERN SPRINGS NATIONAL BANK AND TRUST, TRUST #3564 (referred to below as "Grantor") and AMERICAN HEARTLAND BANK AND TRUST, whose address is 799 HEARTLAND DRIVE, P.O. BOX 350, SUGAR GROVE, IL 60554 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 23, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded September 16, 2003 as document number 0325942423 in the office of the Cook County Recorder of Deeds.

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

THE WEST 46.99 FEET OF LOT 13 IN H. O. STONE AND COMPANY'S EIGHTH ADDITION TO LYONS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8608 WEST 47TH STREET, LYONS, IL 60534. The Real Property tax identification number is 18-02-311-081-0000.

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

Maturity Date is extended to October 1, 2008.

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

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MODIFICATION OF MORTGAGE

(Continued)

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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 endorers 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 JULY 21, 2008.

GRANTOR:

WESTERN SPRINGS NATIONAL BANK AND TRUST, TRUST #3564

WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but as Trustee under that certain trust agreement dated 12-06-1996 and known as WESTERN SPRINGS NATIONAL BANK AND TRUST, TRUST #3564.

By:  DANIEL N. WLODEK
TRUST OFFICER

Grantor for WESTERN SPRINGS NATIONAL BANK AND TRUST

By:  VANCE E. HALVORSON
GRANTOR FOR WESTERN SPRINGS NATIONAL BANK AND TRUST
ASSISTANT TRUST OFFICER

LENDER: OFFICER

AMERICAN HEARTLAND BANK AND TRUST

X _____
Authorized Signer



This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, shall be performed by it solely as trustee, as aforesaid, and no personal liability shall be asserted or be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

On this 21st day of July 2008 before me, the undersigned Notary Public, personally appeared Daniel N. Wlodek, Vice-President & Trust Officer and Vance E. Salvorson, Senior Vice-President & Assistant Trust Officer

, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Grazyna A. Ziomek ILLINOIS Residing at 4456 Wolf Road, Western Springs, IL 60558
 Notary Public in and for the State of _____

My commission expires 4-12-2011



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____