

# UNOFFICIAL COPY



Doc#: 0823908214 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/26/2008 12:23 PM Pg: 1 of 7

WHEN RECORDED MAIL TO:  
Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

H23178561

This Modification of Mortgage prepared by:  
Robert C. Nelson, Documentation Specialist  
Harris N.A.  
111 W. Monroe Street  
Chicago, IL 60603-4095

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2008, is made and executed between Northstar Trust Company, not personally but as Trustee on behalf of Northstar Trust Company Trust Number 2508, whose address is 5620 W. 95th Street, Oak Lawn, IL 60453 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 20, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on November 11, 2005 as Document #0531104208 and Document #0531104209 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9440 S. 51st Avenue, Oak Lawn, IL 60453. The Real Property tax identification number is 24-04-417-046-1067, 24-04-417-046-1129, 24-04-417-046-1133.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated July 28, 2008 in the original principal amount of \$1,312,331.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,312,331.00; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris N.A., its successors and/or assigns; (4) This

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(Continued)

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**Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (5) the following paragraphs are hereby added to the Mortgage:**

**Cross-Collateralization**

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**Due on Sale**

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**Waiver of Right of Redemption**

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**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 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 28, 2008.**

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**GRANTOR:** 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.

**NORTHSTAR TRUST COMPANY TRUST NUMBER 2508**

By: Angela Giannetti ~~Vice President~~  
Authorized Signer for Northstar Trust Company Trust Number 2508

NORTHSTAR TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 12-29-2000 and known as Northstar Trust Company Trust Number 2508.

By: Walter Chetill  
Trust Officer

**LENDER:**

**HARRIS N.A.**

X A. C. Schuler  
Authorized Signer

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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### TRUST ACKNOWLEDGMENT

STATE OF IL \_\_\_\_\_ )

) SS

COUNTY OF COOK \_\_\_\_\_ )

On this 8th day of July, 2008 before me, the undersigned Notary Public, personally appeared Angela Giannetti, Vice-President of Northstar Trust Company Trust Number 2508 and Trust Officer, Maritza Castillo, Trust Officer of Northstar Trust Company, Trustee of Northstar Trust Company Trust Number 2508, 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 Silvia Medina Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



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### LENDER ACKNOWLEDGMENT

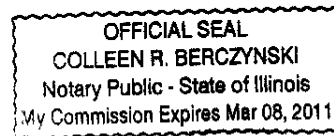
STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 28<sup>th</sup> day of July, 2008 before me, the undersigned Notary Public, personally appeared Henry Labrida and known to me to be the vice President, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris N.A.** 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 **Harris N.A.**.

By Colleen R. Berczynski Residing at Harris Bank

Notary Public in and for the State of Illinois

My commission expires 03/08/2011



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## Exhibit A

**LEGAL DESCRIPTION:**

PARCEL 1: UNITS 509, P60 AND E4 IN 51ST AVENUE STATION CONDOMINIUM AS DELINEATED IN THE SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

51ST AVENUE STATION, A PLANNED UNIT DEVELOPMENT, BEING A CONSOLIDATION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF CONSOLIDATION RECORDED AS DOCUMENT NUMBER 0422419054, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0519919030, TOGETHER WITH THEIR PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EXCLUSIVE RIGHT TO USE FOR STORAGE PURPOSES IN AND TO STORAGE SPACE NO. SS509, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

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## ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER Trust No. 2508

This Modification of Mortgage is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Mortgage contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Mortgage or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Mortgage and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

Cook County Clerk's Office