# **UNOFFICIAL COPY**

#### Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#: 0825631002 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/12/2008 09:20 AM Pg: 1 of 5

The property identified as:

PIN: 18-06-423-054-0000

Address:

Street:

4541 Lawn Ave.

Street line 2:

City: Western Springs

Lender.

Hinsdale Bank & Trust Co.

Borrower: Felix J. Lampariello Trust dtd September 25, 2001

Loan / Mortgage Amount: \$910,000.00

The College of the Co 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: 27357498-9B35-402F-AA5C-7CDFC1FE75AA

Execution date: 08/26/2008

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RECORDATION REQUESTED BY:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

WHEN RECORDED MAIL TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

SEND TAX NOTICES TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Phyllis Sallustio
HINSDALE BANK & TRUST CO.
25 E. FIRST STREET
HINSDALE, IL 60521



#### MODIFICATION OF MORTGACE

THIS MODIFICATION OF MORTGAGE dated August 26, 2008, is made and executed between Felix J. Lampariello, Trust dated September 25, 2001 (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 26, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 22, 2008 in the Cook County Recorder of Deeds as document number 0811308445.

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

LOT 2 IN LUEBKING'S RESUBDIVISION OF LOT 37 AND LOT 38 IN BLOCK 1 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT APPEARING IN RECORDERS OFFICE OF COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4541 Lawn Avenue, Western Springs, IL 60558. The Real Property tax identification number is 18-06-423-054-0000.

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### MODIFICATION OF MORTGAGE

(Continued)

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

Increase principal to \$910,000.00 from \$700,000.00.

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 endorsers to the Note, including accommodation parties, unless a party is expressly released by Lendar 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 Lenger 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 TIPMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 26. 2008.

**GRANTOR:** 

Lampariello, Trustee of Felix J. Lampariello Trust dated ent Control September 25, 2001 under the provisions of a Trust Agreement

LENDER:

HINSDALE BANK & TRUST CO.

Authorized Signer

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## **MODIFICATION OF MORTGAGE**

(Continued)

TRUST ACKNOWLEDGMENT STATE OF Illinois ) SS county of Dulage August <u>၁၀၀ န</u> before me, the undersigned Notary day of On this Public, personally appeared Felix J. Lampariello, Trustee of Felix J. Lampariello Trust dated September 25, 2001, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. County Clerk's Office Ву Notary Public in and for the State of My commission expires

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF	
county of Dulage	) SS 
instrument and acknowledged said instrument t	before me, the undersigned Notary  Dencand known to me to be the Sr. Vice fee  BANK & TRUST CO. that executed the within and foregoing to be the free and voluntary act and deed of HINSDALE BANK &
instrument and in fact executed this said instrument	NK & TRUST CO. through its board of directors or otherwise, for on oath stated that he or she is authorized to execute this said ment on behalf of HINSDALE BANK & TRUST CO
Notary Public in and for the State of	Residing at
My commission expires	"OFFICIAL SEAL" PHYLLIS L. SALLUSTIO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/24/2012

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