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RECORDATION REQUESTED BY:

Park National Bank, a national
banking association
801 N. Clark
Chicago, IL 60610



Doc#: 0909633149 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/06/2009 02:20 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Park National Bank
South Branch
1000 East 111th Street
Chicago, IL 60628

SEND TAX NOTICES TO:

Park National Bank, a national
banking association
801 N. Clark
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sue Remegi, Documentation Officer
Park National Bank, a national banking association
1000 E. 111th Street
Chicago, IL 60628

9096-0094

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2009, is made and executed between U.S. Bank, N.A., not personally but as Trustee under Trust Agreement dated November 22, 1991 and known as Trust Number 5971, whose address is 104 North Oak Park Avenue, Oak Park, IL 60301 (referred to below as "Grantor") and Park National Bank, a national banking association, whose address is 801 N. Clark, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder's Office on March 16, 2004 as document number 0407640263.

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

THE SOUTH 18 FEET OF LOT 41 AND THE NORTH 17 FEET OF LOT 40 IN BLOCK 3 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF LOT 6 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1160 South Gunderson, Oak Park, IL 60302. The Real Property tax identification number is 16-18-428-005-0000.

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

Effective the date of this Modification, i) the definition of the word Note is hereby restated in its entirety as follows: the word "Note" shall mean the Promissory Note dated February 1, 2009 in the original principal amount of \$400,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note; ii) the definition of Maximum Lien shall be amended as follows: At no time shall the principal amount of the

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1034049-122

Indebtedness secured by the Mortgage, not including sums advance to protect the security of the Mortgage, exceed \$400,000.00 and; iii) the Grantor is modified as follows: U.S. Bank, N.A., not personally but as Trustee under Trust Agreement dated November 26, 1991 and known as Trust Number 5971.

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 FEBRUARY 1, 2009.

GRANTOR:

U.S. BANK, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1991 AND KNOWN AS TRUST NUMBER 5971

By: *R. Stork*, vice pres.
Authorized Signer for U.S. Bank, N.A., not personally but as Trustee under Trust Agreement dated November 22, 1991 and known as Trust Number 5971

See attached for Trustee's Exoneration or Exculpatory Language, which is hereby expressly made a part hereof

~~By: _____
Authorized Signer for U.S. Bank, N.A., not personally but as Trustee under Trust Agreement dated November 22, 1991 and known as Trust Number 5971~~

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

X *J. Thomas M. [Signature]*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1034049-122

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TRUST ACKNOWLEDGMENT

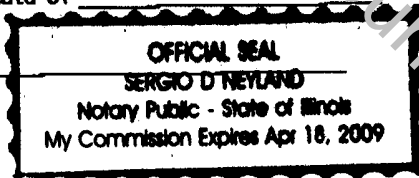
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 25th day of March, 2009 before me, the undersigned Notary Public, personally appeared June Stout, Vice President of U.S. Bank, N.A., not personally but as Trustee under Trust Agreement dated November 22, 1991 and known as Trust Number 5971 and and _____ of U.S. Bank, N.A., not personally but as Trustee under Trust Agreement dated November 22, 1991 and known as Trust Number 5971, 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 Sergio D. Neyland Residing at 104 N Oak Park Ave.
Oak Park IL 60301

Notary Public in and for the State of IL

My commission expires _____



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EXONERATION RIDER

This instrument is executed by U.S. Bank, N.A. not personally but as Trustee under Trust No. 5971, as aforesaid, in the exercise of power and authority conferred on and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1034049-122

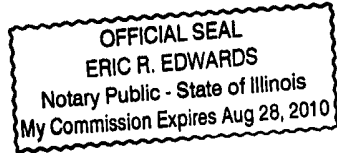
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LENDER ACKNOWLEDGMENT

STATE OF FL

COUNTY OF COOK

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) SS
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On this 25th day of MARCH, 2009 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for Park National Bank, a national banking association that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Park National Bank, a national banking association, duly authorized by Park National Bank, a national banking association 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 Park National Bank, a national banking association.

By Eric R. Edwards Residing at 11 W. MADISON

Notary Public in and for the State of FL OAK PARK, FL
60304

My commission expires August 28th, 2010