

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE AND AGREEMENT

Address of the Premises:

2626 N. Mildred Ave.
Chicago, IL 60614

P.I.N.(s) 14-29-412-028-0000

THIS DOCUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:

Neil T. Kawashima, Esq.
McDermott Will & Emery LLP
227 West Monroe Street
Chicago, IL 60606



Doc#: 0910018064 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/10/2009 02:39 PM Pg: 1 of 6

Above Space for Recorder's Use Only

This **Modification of Mortgage and Agreement** ("Agreement") is made as of February 28, 2009, by and between JUDSON C. GREEN and JOYCE T. GREEN, not individually, but as trustees of the Green Family Trust, dated June 28, 1993, as restated November 21, 2005, having an address of 100 East Huron, #2805, Chicago, Illinois 60611 ("Lender"), and JOSEPH ARTHUR KAISER and JULIE GREEN KAISER, having an address at 2626 North Mildred Avenue, Chicago, Illinois 60614 (collectively "Borrower").

Recitals

A. Borrower executed a Promissory Note, dated May 1, 2008 ("Note"), in favor of Lender. The Note is in the face amount of \$788,759.58, to evidence the obligations of Borrower for monies loaned ("Loan") by Lender to Borrower.

B. The Note is secured by a Mortgage dated May 1, 2008 ("Mortgage"), which imposes a lien upon the real property described in Exhibit "A" attached hereto, executed by Borrower and Lender, and recorded on May 20, 2008, as Document # 0814139056, in the Office of the Cook County Recorder of Deeds of Cook County, Illinois.

C. Borrower desires to refinance the Note and, in its place, substitute that certain Restated Promissory Note Secured by Mortgage, dated as of February 28, 2009 ("Restated Note"), to evidence the obligations of Borrower for the Loan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Borrower and Lender agree as follows:

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1. All references to the Note in the Mortgage or in any other document or instrument evidencing or relating to the Loan shall mean the Restated Note.

2. This Agreement will be in full force and effect only upon receipt by Lender of:

(a) This Agreement executed by all parties;

(b) Verification by Lender that record and legal title to the property encumbered by the Mortgage is vested in Borrower, that there are no encumbrances or liens on such property subsequent to the Mortgage other than taxes and assessments, and that any or all delinquent taxes or assessments which are a lien on such property have been paid or will be paid as of recordation of this Agreement.

3. Interest on the Loan shall be paid as provided in the terms of the Restated Note.

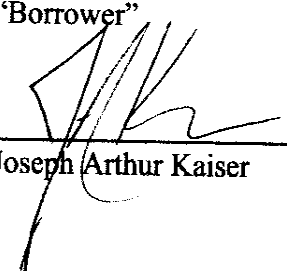
4. In all other respects, not inconsistent herewith, the Mortgage shall otherwise remain unaffected, unchanged and unimpaired.

5. The foregoing recitals are hereby incorporated into this Agreement.

6. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, with all such counterparts constituting one and the same instrument.

This Agreement is executed and effective as of the date first above written.

“Borrower”

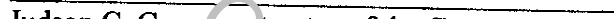


Joseph Arthur Kaiser

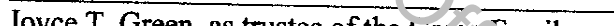


Julie Green Kaiser

“Lender”



Judson C. Greer, as trustee of the Green Family Trust, dated June 28, 1993, as restated November 21, 2005



Joyce T. Green, as trustee of the Green Family Trust, dated June 28, 1993, as restated November 21, 2005

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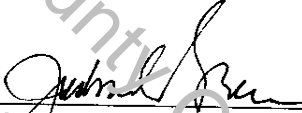
1. All references to the Note in the Mortgage or in any other document or instrument evidencing or relating to the Loan shall mean the Restated Note.
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 - (a) This Agreement executed by all parties;
 - (b) Verification by Lender that record and legal title to the property encumbered by the Mortgage is vested in Borrower, that there are no encumbrances or liens on such property subsequent to the Mortgage other than taxes and assessments, and that any or all delinquent taxes or assessments which are a lien on such property have been paid or will be paid as of recordation of this Agreement.
3. Interest on the Loan shall be paid as provided in the terms of the Restated Note.
4. In all other respects, not inconsistent herewith, the Mortgage shall otherwise remain unaffected, unchanged and unimpaired.
5. The foregoing recitals are hereby incorporated into this Agreement.
6. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, with all such counterparts constituting one and the same instrument.

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“Borrower”

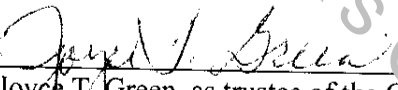
“Lender”

Joseph Arthur Kaiser



Judson C. Green, as trustee of the Green Family Trust, dated June 28, 1993, as restated November 21, 2005

Julie Green Kaiser



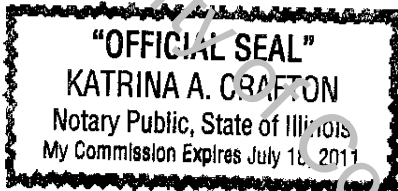
Joyce T. Green, as trustee of the Green Family Trust, dated June 28, 1993, as restated November 21, 2005

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Katrina A. Crafton, notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Judson C. Green, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of February, 2009.

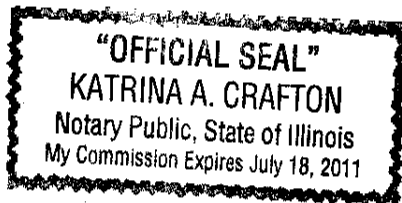


Katrina A. Crafton
Notary Public
Commission expires July 18, 2011

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Katrina A. Crafton, notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joyce T. Green, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of February, 2009.



Katrina A. Crafton
Notary Public
Commission expires July 18, 2011

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Katrina A. Crafton, notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Arthur Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of February, 2009.

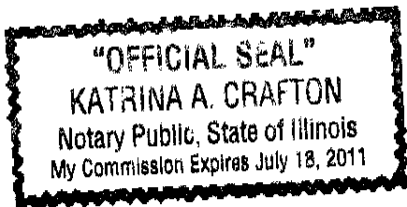


Katrina A. Crafton
Notary Public
Commission expires July 18, 2011

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Katrina A. Crafton, notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Julie Green Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of February, 2009.



Katrina A. Crafton
Notary Public
Commission expires July 18, 2011

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EXHIBIT A

LEGAL DESCRIPTION

LOT 10 IN B. KNOPP'S RESUBDIVISION OF LOTS 1 TO 15 INCLUSIVE IN B. KNOPP'S SUBDIVISION OF LOT 9 IN HENRY KNOPP'S SUBDIVISION OF THE EAST 12 ACRES OF BLOCK 14 (EXCEPT THE EAST 329.2 FEET OF SAID BLOCK) IN THE CANAL TRUSTEE SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE 32 FEET WEST AND ADJOINING LOT 8 AND SUB-LOTS 4 TO 15 INCLUSIVE OF LOT 9 IN HENRY KNOPP'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2626 North Mildred Avenue, Chicago, Illinois 60614

PERMANENT INDEX NUMBERS: 14-29-412-028-0000

CHI99 5089943-1.075176.0010

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