### **UNOFFICIAL COPY**

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



Doc#: 0911403059 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 04/24/2009 02:43 PM Pg: 1 of 4

WHEN RECORDED MAIL 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 MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2009, is made and executed between Joan E. VonDruska, not personally but as Trustee on behalf of Joan E. VonDruska Living Trust dated November 16, 1992 (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 15 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 7, 2005 the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 12, 2008 in the Cook County Recorder as document no. 0601205113.

**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 474 North Lake Shore Drive, Unit 5004, Parking Space 359, Chicago, IL 60606. The Real Property tax identification number is 17-10-219-001-0000& 17-10-219-002-0000 Vol. 501.

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

4) m

0911403059 Page: 2 of 4

#### NOFFICI*A* MODIFICATION OF MORTGAGE

(Continued)

Page 2

Decrease principal to \$208,000.00 from \$233,000.

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 APRIL 1, 2009.

**GRANTOR:** 

JOAN E. VONDRUSKA LIVING TRUST DATED MOVEMBER 16, 1992

The Clarks Office Joan/E. VonDruska, Trustee of Joan E. VonDruska dated November 16, 1992

LENDER:

**HINSDALE BANK & TRUST CO.** 

Authorized Signer

0911403059 Page: 3 of 4

# UNOFFICIAL COL MODIFICATION OF MORTGAGE

(Continued)

Page 3

TRUST ACKNOWLEDGMENT	
)	
) SS )	
before me, the undersigned Notarie of Joan E. VonDruska Living Trust dated November or agent of the trust that executed the Modification of the free and voluntary act and deed of the trust, by thority of statute, for the uses and purposes thereing ized to execute this Modification and in fact executed	
Residing at	
Clart's Office	

0911403059 Page: 4 of 4

## PERIOD OF MORTGAGE

(Continued)

Page 4

LENDER ACKNOWLEDGMENT	
STATE OF ILLINGIS	) ) SS
country of Dulage	•
instrument and acknowledged said instrument to be TRUST CO., duly authorized by HINSDALE BANK & the uses and purposes therein mentioned, and on or instrument and in fact executed this said instrument by	before me, the undersigned Notary and known to me to be the AUT and known to me to be the REST CO. that executed the within and foregoing the free and voluntary act and deed of HINSDALE BANK & TRUST CO. through its board of directors or otherwise, for ath stated that he or she is authorized to execute this said on behalf of HINSDALE BANK & TRUST CO  Residing at
Notary Public in and for the State of	PHYLLIS L BALLUSTIO NOTARY PUBLIC STATE OF ILLINOIS NY Commission Expires 05/24/2012

LASER PRO Lending, Ver. 5.43.00.003 Copr. Harland Financial Sclutions, Inc. 1997, 2009. tic 87 h All Rights Reserved. - IL c:\CFI\LPL\G201.FC TF-5187 PR-20