

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

**INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455**

**Doc#: 0912808219 Fee: \$44.00**  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/08/2009 11:02 AM Pg: 1 of 5



**WHEN RECORDED MAIL TO:**

**INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455**

**Doc#: Fee: \$4.00**  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/08/2009 11:03 AM Pg: 0

**SEND TAX NOTICES TO:**

**INTEGRA BANK NATIONAL  
ASSOCIATION, NOT  
PERSONALLY, BUT AS  
TRUSTEE UNDER TRUST  
AGREEMENT DATED  
AUGUST 5, 1999 AND  
KNOWN AS TRUST NO.  
99-089  
524 S. FAIRVIEW AVENUE  
PARK RIDGE, IL 60068**

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:  
JOANN T. CAMP, SENIOR VICE PRESIDENT  
INTEGRA BANK NATIONAL ASSOCIATION  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455**

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE dated January 25, 2009, is made and executed between INTEGRA BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 5, 1999 AND KNOWN AS TRUST NO. 99-089, whose address is 524 S. FAIRVIEW AVENUE, PARK RIDGE, IL 60068 (referred to below as "Grantor") and INTEGRA BANK NATIONAL ASSOCIATION, whose address is 7661 S HARLEM AVENUE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 26, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE RECORDED FEBRUARY 17, 2006 AS DOCUMENT NO. 0604853030**

**MODIFICATION OF MORTGAGE RECORDED MARCH 14, 2007 AS DOCUMENT NO. 0707346061**

**MODIFICATION OF MORTGAGE RECORDED MARCH 28, 2008 AS DOCUMENT NO. 0808846066.**

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

*5  
Zabra*

*2Shard*

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Property of Cook County

**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 makers, unless a party is expressly released by the 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.

### EXTEND THE MATURITY DATE OUT TO JULY 25, 2009.

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

17-05-117-016-0000 & 17-05-107-039-0000.

The Real Property or its address is commonly known as TRACT I: 1339 N. GREENVIEW, CHICAGO, IL 60622 AND TRACT II: 1412 N. BOSWORTH, CHICAGO, IL 60622. The Real Property tax identification number is

COOK COUNTY, ILLINOIS.

TRACT I: LOT 17 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 10 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4) IN SOUTHWEST 1/4) IN COOK COUNTY, ILLINOIS. TRACT II: LOT 70 IN BLOCK 6 IN H.P. BROWN AND OTHERS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4) IN COOK COUNTY, ILLINOIS.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: CL496049005

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 25, 2009.

GRANTOR:

INTEGRA BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 5, 1999 AND KNOWN AS TRUST NO. 99-089

Integra Bank NA as successor  
by merger to Prairie Bank  
and Trust Company

INTEGRA BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain trust agreement dated 08-05-1999 and known as INTEGRA BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 5, 1999 AND KNOWN AS TRUST NO. 99-089.

### EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INTEGRA BANK N. A., under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

INTEGRA BANK N. A.

By: [Signature]  
Robert M. Fynn, Trust Officer of INTEGRA BANK  
NATIONAL ASSOCIATION

By: [Signature]  
Sandra P. Russell, Trust Officer of INTEGRA  
BANK NATIONAL ASSOCIATION

LENDER:

INTEGRA BANK NATIONAL ASSOCIATION

x [Signature]  
Authorized Signer

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Property of Cook County



My commission expires April 14 2012

Notary Public in and for the State of IL

By Candice Aguirre

Residing at Burgundy

On this 26<sup>th</sup> day of March, 2009, before me, the undersigned Notary Public, personally appeared Thomas V. Russo, Trust Officer of INTEGRAL BANK NATIONAL ASSOCIATION, Trustee of INTEGRAL BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 5, 1999 AND KNOWN AS TRUST NO. 99-089 and Thomas V. Russo, Trust Officer of INTEGRAL BANK NATIONAL ASSOCIATION, Trustee of INTEGRAL BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 5, 1999 AND KNOWN AS TRUST NO. 99-089, 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.

## TRUST ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Clark

)  
) SS  
)

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## MODIFICATION OF MORTGAGE

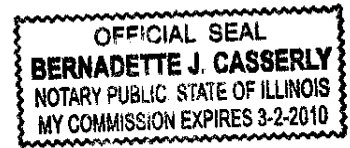
Loan No: CL496049005

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )



On this 26<sup>th</sup> day of March, 2009 before me, the undersigned Notary Public, personally appeared JoAnn T. Camp and known to me to be the Senior Vice Pres., authorized agent for **INTEGRA BANK NATIONAL ASSOCIATION** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **INTEGRA BANK NATIONAL ASSOCIATION**, duly authorized by **INTEGRA BANK NATIONAL 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 **INTEGRA BANK NATIONAL ASSOCIATION**.

By Bernadette J. Casserly Residing at Homer Glen, IL  
 Notary Public in and for the State of Illinois  
 My commission expires 3-2-2010

Cook County Clerk's Office