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RECORDATION REQUESTED BY:
Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455

Doc#: 0914255174 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/22/2009 03:20 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:
Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

FREEDOM TITLE CORP.

This Modification of Mortgage prepared by:
Lender
Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

PR 6707815202 **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated March 5, 2009, is made and executed between Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank, not personally but as Trustee on behalf of Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank under Trust Agreement dated March 1, 1980 and known as Trust Number 398., whose address is 171 N Clark St #575, Chicago, IL 60601 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 5, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded August 13, 2008 as Document Number 0822603055.

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

LOT 37 IN SUB-BLOCK 4 OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, THE SOUTH EAST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, ALL OF SECTION 32, AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1841 N. Sheffield, Chicago, IL 60614. The Real Property tax identification number is 14-32-411-008-0000.

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

The purpose of this Modification of Mortgage is to: Increase the principal amount from \$1,650,000.00 to \$1,720,000.00; Increase the maximum lien amount from \$3,300,000.00 to \$3,440,000.00; Amend the interest rate from Prime Variable + 2.000% to 6.000%, Fixed as evidenced by the Promissory Note dated March 5, 2009. All other terms and conditions of the original Mortgage shall remain in full force and effect.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 615821600-11602

Page 2

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 MARCH 5, 2009.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK UNDER TRUST AGREEMENT DATED MARCH 1, 1980 AND KNOWN AS TRUST NUMBER 398.

By:

Authorized Signer for Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank under Trust Agreement dated March 1, 1980 and known as Trust Number 398.

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 03-01-1980 and known as Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank under Trust Agreement dated March 1, 1980 and known as Trust Number 398..

By:

Grantor for Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank

**SEE ATTACHED EXCULPATORY
CLAUSE FOR NON-TITLE**

By:

Grantor for Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank

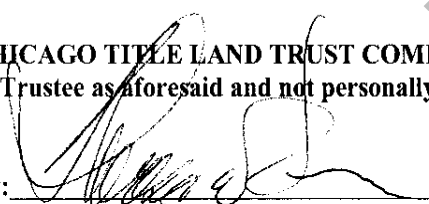
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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 398 ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE DATED 3-5-2009 WITH BRIDGEVIEW BANK GROUP

It is expressly understood and agreed by and between the parties hereto, anything 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 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

April 27, 2009

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally.

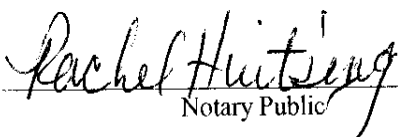
By: 
Theresa DeVries,
Assistant Vice President

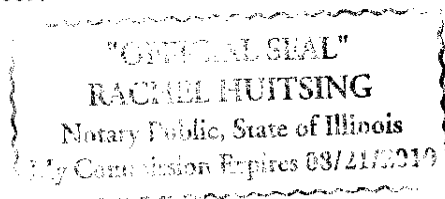


State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on April 27, 2009.


Notary Public



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MODIFICATION OF MORTGAGE

Loan No: 615821600-11602

(Continued)

Page 3

LENDER:

BRIDGEVIEW BANK GROUP

x Karen L. Klein, C.C.O.
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____ before me, the undersigned Notary Public, personally appeared _____ of Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank under Trust Agreement dated March 1, 1980 and known as Trust Number 398. , 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 615821600-11602

Page 4

LENDER ACKNOWLEDGMENT

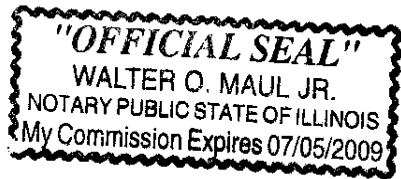
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 27th day of April, 2009 before me, the undersigned Notary Public, personally appeared Karen L Klein and known to me to be the Commercial Loan Officer, authorized agent for **Bridgeview Bank Group** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Bridgeview Bank Group**, duly authorized by **Bridgeview Bank Group** 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 **Bridgeview Bank Group**.

By Walter O. Maul, Jr. Residing at Bridgeland

Notary Public in and for the State of Illinois

My commission expires 7-5-09



County Clerk's Office