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**RECORDATION REQUESTED BY: GLENVIEW STATE BANK Commercial Banking** 800 Waukegan Rd

Glenview, IL 60025

Doc#: 0914656027 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/26/2009 03:48 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: **GLENVIEW STATE BANK Commercial Banking** 800 Waukegan Rd Glenview, IL 60025

FOR RECORDER'S USE ONLY

This Modification of Mortgage respared by: **Nancy Forchione GLENVIEW STATE BANK** 800 Waukegan Rd Glenview, IL 60025

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2009, is made and executed between Glenview State Bank, not personally but as Trustee under that certain trust agreement dated 3-12-1999 and known as Glenview State Bank Trust No. 4318 (referred to below as "Grantor") and GLENVIEW STATE BANK, whose address is 800 Waukegan Rd, Glenview, IL 60025 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 18, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

June 15, 2007 as document #0716650055.

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

THE SOUTH 12 ACRES (EXCEPT THE SOUTH 297.56 FEET THEREOF AND EXCEPT THE EAST 519.32 FEET THEREOF) OF THE WEST 30 ACRES OF THE NORTHWEST QUARTER CATHE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE TOURD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 730 Hibbard Rd, Wilmette, IL 60091. The Real Property tax identification number is 05-32-100-035.

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

MATURITY DATE: The new Maturity Date of the Note shall be May 1, 2016.

CHANGE IN INTEREST RATE: The new interest Rate under the Note shall be 6.000% fixed.

PAYMENT: Change in monthly payments under the Note to \$721.09 principal and interest.

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

## (beunitnoO) MODIFICATION OF MORTGAGE

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Loan No: 3076288

subsequent actions. not be released by it. This waiver applies not only to any initial extension or modification, but also to all such Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will persons signing below acknowledge that this Modification is given conditionally, based on the representation to this Modification. If any person who signed the original Mortgage does not sign this Modification, then all Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing

MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

2, 2009.

:ROTNARD

GLENVIEW STATE BANK TRUST NO. 4318

Stoppen Stoppe certain trust agreement dated 03-12-1999 and Loown as Glenview State GLENVIEW STATE BANK, not personally but as Trustee under that

EXONERATION CLAUSE WHICH IS MADE & PART HEREOE Bank Trust No. 4318.

Bank Trust No. 4318.

Authorized Signer for Glenview State Bank

**LENDER:** 

:Ág

**GLENVIEW STATE BANK** 

Kenneth J. Douglas, Executive Vice President

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UNOFFICIAL COPY This Exculpatory Clause attached hereto and made a part hereof.

THIS DOCUMENT is executed by Glenview State Bank, not personally, but as Trustee under Trust No. 4318 as aforesaid, in the exercise of power and authority conferred upon 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 covenants, either expressed or implied, including but nor limited to warranties, indemnifications, and hold harmless representations in said document (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 of peneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions or apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

IN WITNESS WHEREOF, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

> GLENVIEW STATE BANK As Trustee as aforesaid and not personally.

esident

STATE OF ILLINOIS s.s.

COUNTY OF COOK

as Notary Public, in and for the undersigned I, said County, in the State aforesaid, DO HEREBY CERTIFY, that KAREN Vice President of the GLENVIEW STATE BANK, and KELLY PRADA Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of

2009 ·

Marino L. Matijk

"OFFICIAL SEAL" MARION L. MOTYKIE Notary Public, State of Illinois My Commission Expires 8-02-2010

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## UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Loan No: 3076288	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OFCOUNTY OFCOV	ros ) ss )	
authorized agent for GLFNVIE acknowledged said instrument to authorized by GLENVIEW STATI therein mentioned, and on oath executed this said instrument on be	of May, 2019 before me, meth J. Douglas and known to me to be the W STATE BANK that executed the within and be the free and voluntary act and deed of GLENE BANK through its board of directors or otherwise, stated that he or she is authorized to execute this seconal of GLENVIEW STATE BANK.  Residing at	Executive Vice President, foregoing instrument and IVIEW STATE BANK, duly for the uses and purposes said instrument and in fact
Notary Public in and for the Sta	4-20-2011 Note	'OFFICIAL SEAL" ALICE BRAUN ary Public, State of Illinois mmission Expires 4-20-2011
LASER PRO Lending, Ver. 5.42 Res	2.00.004 Copr. Harland Financial Solutions, Inc. erved IL S:\CFI\LPL\G201.FC TR-515 PR-1	1997, 2009. All Rights