

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525



Doc#: 0917426301 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/23/2009 01:04 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

**SEND TAX NOTICES TO:**

FOUNDERS BANK,  
SUCCESSOR TRUSTEE TO  
MOUNT GREENWOOD BANK  
UNDER TRUST AGREEMENT  
DATED JULY 22, 1996, AND  
KNOWN AS TRUST NUMBER  
5-1198  
6825 W. 111th St.  
Worth, IL 60482

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

A. RUTLEDGE  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

C.T.I./CY *1all*

8455013

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 27, 2009, is made and executed between FOUNDERS BANK, not personally but as Trustee on behalf of FOUNDERS BANK, SUCCESSOR TRUSTEE TO MOUNT GREENWOOD BANK UNDER TRUST AGREEMENT DATED JULY 22, 1996, AND KNOWN AS TRUST NUMBER 5-1198 (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 18, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded 10-02-06 as document number 062750128; modification of mortgage dated 10-30-08 recorded on 12-04-08 as document number 0833940004.

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

**PARCEL 1:**

LOTS 1 AND 2 (EXCEPT THE EAST 50.35 FEET THEREOF) IN BLOCK 1 IN NEWBERRY'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

TERMINABLE EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PREMISES: THE WEST 6.23 FEET MORE OR LESS, AS MEASURED ON THE SOUTH LINE THEREOF, OF THE EAST 50.35 FEET OF LOTS 1 AND 2 IN NEWBERRY'S ADDITION AS AFORESAID; BEING A PORTION OF THE EAST 50.35 FEET OF LOTS 1

**BOX 333-CT**

*HOB*

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Loan No: 932541099-1

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AND 2, AS CREATED BY DOCUMENT NUMBER 25314696 RECORDED ON JANUARY 10, 1980, MADE BY AND BETWEEN JOHN MARSALLI, LEONETTA MARSALLI, CONTANTINO MARSALLI AND NELLA RICCCI NELLI, AS GRANTORS AND THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, TRUST NUMBER 23880, AND LOUIS JACOBONE, AS GRANTEEES.

The Real Property or its address is commonly known as 731-733 N. Wells, Chicago, IL 60610. The Real Property tax identification number is 17-09-203-024-0000.

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

**Principal Increase of \$75,000.00.**

**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 27, 2009.**

**GRANTOR:**

**FOUNDERS BANK, SUCCESSOR TRUSTEE TO MOUNT GREENWOOD BANK UNDER TRUST AGREEMENT DATED JULY 22, 1996, AND KNOWN AS TRUST NUMBER 5-1198**

By: 

Authorized Signer for FOUNDERS BANK, SUCCESSOR TRUSTEE TO MOUNT GREENWOOD BANK UNDER TRUST AGREEMENT DATED JULY 22, 1996, AND KNOWN AS TRUST NUMBER 5-1198



By: 

Authorized Signer for FOUNDERS BANK, SUCCESSOR TRUSTEE TO MOUNT GREENWOOD BANK UNDER TRUST AGREEMENT DATED JULY 22, 1996, AND KNOWN AS TRUST NUMBER 5-1198

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE

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LENDER:

STATE BANK OF COUNTRYSIDE

X [Signature]  
Authorized Signer

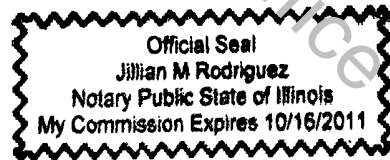
### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On this 15<sup>th</sup> day of May, 2009 before me, the undersigned Notary Public, personally appeared Brian Brancato, VP & Trust Officer of FOUNDERS BANK, SUCCESSOR TRUSTEE TO MOUNT GREENWOOD BANK UNDER TRUST AGREEMENT DATED JULY 22, 1996, AND KNOWN AS TRUST NUMBER 5-1198 and Cheryl Dalton, Asst. Trust Officer of FOUNDERS BANK, SUCCESSOR TRUSTEE TO MOUNT GREENWOOD BANK UNDER TRUST AGREEMENT DATED JULY 22, 1996, AND KNOWN AS TRUST NUMBER 5-1198, 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 Jillian M Rodriguez  
Notary Public in and for the State of IL  
My commission expires 10/16/2011

Residing at Orland Park



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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
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 COUNTY OF Cook ) SS  
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On this 28 day of May, 09 before me, the undersigned Notary Public, personally appeared William O. Kersh and known to me to be the SVP, authorized agent for **State Bank of Countryside** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Bank of Countryside**, duly authorized by **State Bank of Countryside** 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 **State Bank of Countryside**.

By [Signature] Residing at \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_



My commission expires \_\_\_\_\_

Cook County Clerk's Office