

# UNOFFICIAL COPY



Doc#: 0918249051 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/01/2009 01:56 PM Pg: 1 of 3

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY  
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## LOAN MODIFICATION AGREEMENT

DATE: January 1, 2009

LOAN: 92189055

WHEREAS, BANK OF PALATINE, One E. Northwest Highway, Palatine, IL, 60067 LOANED US BANK N.A. NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER LAND TRUST NO. 5381 formerly FIRSTAR BANK ILLINOIS F/K/A FIRST COLONIAL TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 20, 1989 AND KNOWN AS TRUST NO. 5381 SUM OF \* \* ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED AND NO/100 (\$160,500.00) as evidenced by a Note and Mortgage, Assignment of Rents and Loan Modification Agreements executed and delivered on September 26, 1989, February 5, 1992, February 16, 1994, and January 6, 2004 respectively. Which Mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located which Note and Mortgage are hereby incorporated herein as a part of this instrument. Document recorded as Nos. 89,481,138, 89-481,139, 92-091,259 and 4004116136 respectively in Cook County, Illinois.

WHEREAS, the undersigned, owner of said premises has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

- THE MATURITY DATE IS CHANGED TO JANUARY 1, 2014.

ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME.



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## EXONERATION RIDER

This instrument is executed by U.S. Bank, N.A. not personally but as Trustee under Trust No. 5381, as aforesaid, in the exercise of power and authority conferred on 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 promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (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 or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Putnam County Clerk's Office