

# UNOFFICIAL COPY



Doc#: 0918249052 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

Property of Cook County Office

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## LOAN MODIFICATION AGREEMENT

DATE: January 1, 2009

LOAN: 92189056

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 SEVENTY EIGHT THOUSAND AND FOUR HUNDRED AND NO/100 (\$178,400.00) as evidenced by a Note and Mortgage, Assignment of Rents and Loan Modification Agreements executed and delivered on January 6, 1990, February 5, 1992, February 16, 1994, January 7, 1999 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. 90-024,548, 90-024,258, 90-207,562, 99-132,206 and 0405018098 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 JANURARY 1, 2014.

ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME.

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**LEGAL DESCRIPTION:**

**\*\*PARCEL I:** LOT 18 AS SHOWN ON PLAT OF SURVEY RECORDED SEPTEMBER 14, 1971 AS DOCUMENT NUMBER 21,620,411 IN SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL II: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED JULY 20, 1971 AND RECORDED JULY 20, 1971 AS DOCUMENT NUMBER 21,553,054 AND RE-RECORDED AUGUST 2, 1971 AS DOCUMENT NUMBER 21,567,452 AND INCORPORATED IN DECLARATION DATED OCTOBER 1, 1971 AND RECORDED OCTOBER 1, 1971 AS DOCUMENT NUMBER 21,649,688 AND AS CREATED BY THE MORTGAGE FROM AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 3, 1970 AND KNOWN AS TRUST NUMBER 29628 TO NORTHWESTERN SAVINGS AND LOAN ASSOCIATION DATED SEPTEMBER 24, 1971 AND RECORDED OCTOBER 1, 1971 AS DOCUMENT NUMBER 21,649,988, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS

Commonly Known As: 1219 Woodbury, Palatine, IL 60067

PIN: 02-12-211-023-0000

Signed, sealed and delivered the <sup>5<sup>th</sup></sup>~~xxx~~ day of MARCH ~~JANUARY~~ 2009

Grantor:

U.S. BANK, N.A. FKA FIRSTAR BANK ILLINOIS F/K/A FIRST COLONIAL TRUST COMPANY AS TRUSTEE U/T/A DATED JULY 20, 1989 AND KNOWN AS TRUST NO. 5381.

BY: *June Stout*  
Authorized Signer June Stout, Vice Pres.

See attached for Trustee's Exoneration or Exculpatory Language, which is hereby expressly made a part hereof

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby Certify that June Stout, Vice President of U.S. Bank, is personally known to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that <sup>she</sup>~~they~~ signed sealed and delivered the said instrument free and voluntary ast for the uses and purposes therein set forth.

*Angela McClain*

NOTARY SEAL  
Angela McClain  
Notary Public, State of Illinois  
My Commission Expires Mar. 8, 2011

This instrument prepared by: R.A. MacLean One E. Northwest Highway, Palatine, IL 60067

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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.

Probate Clerk's Office