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RECORDATION REQUESTED BY:

Inland Bank and Trust
2805 Butterfield Road, Suite
200
Oak Brook, IL 60523



Doc#: 0920457141 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/23/2009 12:54 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Inland Bank and Trust
2805 Butterfield Road, Suite
200
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Karen Cox, Loan Administration Processor
INLAND BANK AND TRUST FORMERLY KNOWN AS CAMBRIDGE BANK
2805 Butterfield Road, Suite 200
Oakbrook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2009, is made and executed between Devon Bank, as Successor Trustee to Deerbrook State Bank, not personally but as Trustee under Trust Agreement dated December 29, 1986 and known as Trust Number 434, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 9, 2004 in the office of the Cook County Recorder as Document #0406933194.

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

THE SOUTH 158 FEET (EXCEPT THE EAST 158 FEET THEREOF AND EXCEPT THAT PART TAKEN OR USED FOR OAKTON STREET) OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6004 Oakton, Morton Grove, IL 60053. The Real Property tax identification number is 10-20-302-036-0000.

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

1. Extend the maturity date from February 27, 2009 to April 1, 2014.
2. Increase the interest rate from 6.25% to 6.75% effective February 27, 2009.
3. Change the payments from interest monthly to principal and interest payments of \$2,503.93 beginning June 1, 2009..

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

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MODIFICATION OF MORTGAGE (Continued)

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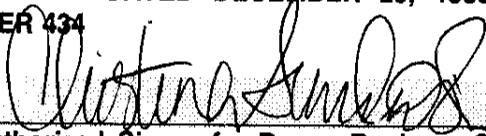
respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit 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 FEBRUARY 27, 2009.

GRANTOR:

DEVON BANK, AS SUCCESSOR TRUSTEE TO DEERBROOK STATE BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 29, 1986 AND KNOWN AS TRUST NUMBER 434


By:


Authorized Signer for Devon Bank, as Successor Trustee to Deerbrook State Bank, not personally but as Trustee under Trust Agreement dated December 29, 1986 and known as Trust Number 434

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

LENDER:

INLAND BANK AND TRUST

x 
Authorized Signer

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 18th day of May 2009 before me, the undersigned Notary Public, personally appeared CHRISTINA M. SIMIKOSKI of Devon Bank, as Successor Trustee to Deerbrook State Bank, not personally but as Trustee under Trust Agreement dated December 29, 1989 and known as Trust Number 434, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at 10445 N Western

Notary Public in and for the State of Illinois

My commission expires 4/9/2013



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

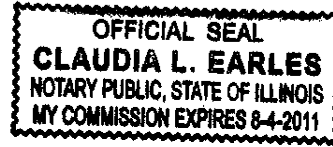
STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this 19 day of May, 2019 before me, the undersigned Notary Public, personally appeared NEAL LOUGHERY and known to me to be the V.P., authorized agent for **Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Inland Bank and Trust**, duly authorized by **Inland Bank and Trust** 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 **Inland Bank and Trust**.

By Claudia L. Earles Residing at _____

Notary Public in and for the State of Ill

My commission expires 8-4-11



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EXCULPATORY RIDER

This instrument is executed by DEVON BANK, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by DEVON BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against DEVON BANK by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that DEVON BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provision of this exculpatory rider and the provisions of the document of which it is attached, the provisions of this rider shall govern.