

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

U.S. Bank National  
Association  
Chicago Private Client Group  
209 S LaSalle St. 2nd Fl  
Chicago, IL 60604



Doc#: 0920922079 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/28/2009 01:46 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

US Recordings  
2925 Country Drive Ste 201  
St. Paul, MN 55117

5833172

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Edward C Sheehan, Relationship Manager  
U.S. Bank National Association  
209 S LaSalle St. 2nd Fl  
Chicago, IL 60604

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 12, 2009, is made and executed between Brandy L Miller, not personally but as Trustee on behalf of Brandy L Miller Trust dated July 29, 2003 as amended and/or restated, whose address is 3606 Ari Lane, Glenview, IL 60026-1100 (referred to below as "Grantor") and U.S. Bank National Association, whose address is 209 S LaSalle St. 2nd Fl, Chicago, IL 60604 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the County Recorder  
County of Recording: Cook County, Illinois  
Date of Recording: September 22, 2004  
Document No. 0426621052.

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

LOT 38 IN PHASE 2 OF WILLOWRIDGE ESTATES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3606 Ari Lane, Glenview, IL 60026-1100. The Real Property tax identification number is 04-21-301-113-0000.

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

**Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:**

Extension of the maturity date of the Indebtedness secured by the Mortgage.  
An increase in the rate at which interest will accrue on the Indebtedness secured by the Mortgage

SH  
P-H  
MNO  
my

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Page 2

To evidence the modification(s) described above, the following references in the Mortgage definition of "Credit Agreement" are amended to read as follows:

Date of Credit Agreement: June 12, 2009

Principal Amount of Credit Agreement: \$100,000.00

Maturity Date: June 12, 2034

The Index currently is 3.25% per annum and the margin added to the Index is plus .75%

The Credit Agreement described above has been executed and delivered in substitution for, and not in repayment of, the Credit Agreement as originally described in the Mortgage.

Tax ID No. is now 04-21-301-113-0000.

**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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 12, 2009.**

**GRANTOR:**

**BRANDY L MILLER TRUST DATED JULY 29, 2003 AS AMENDED AND/OR  
RESTATED**

By: Brandy L. Miller  
Brandy L. Miller, Trustee of Brandy L Miller Trust dated July 29,  
2003 as amended and/or restated

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

LENDER:

U.S. BANK NATIONAL ASSOCIATION

X *Edward Shur*  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 24th day of JUNE, 2009 before me, the undersigned Notary Public, personally appeared **Brandy L Miller, Trustee of Brandy L Miller Trust dated July 29, 2003 as amended and/or restated**, 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 *Mary P. Figiel*  
Notary Public in and for the State of ILLINOIS

Residing at 209 S. LaSalle  
CHgo IL 60604

My commission expires 9-10-09



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 24<sup>th</sup> day of June, 2009 before me, the undersigned Notary Public, personally appeared EDWARD SHEEHAN and known to me to be the VP, authorized agent for **U.S. Bank National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **U.S. Bank National Association**, duly authorized by **U.S. Bank National Association** 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 **U.S. Bank National Association**.

By Mary P. Figiel Residing at 209 S. La Salle  
 Notary Public in and for the State of ILLINOIS Chicago IL 60604  
 My commission expires 9-10-09



6604 7/15/2009 75833122/1