

UNOFFICIAL COPY

1-ALL



0925233120

WHEN RECORDED MAIL TO:
DuPage National Bank
101 Main Street
West Chicago, IL 60185

Doc#: 0925233120 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/09/2009 01:24 PM Pg: 1 of 4

Property of Cook County Clerk's Office

This Modification of Mortgage prepared by:
Timothy Hangsterfer, Vice President
DuPage National Bank
101 Main Street
West Chicago, IL 60185

MODIFICATION OF MORTGAGE

8230676

THIS MODIFICATION OF MORTGAGE dated 08-15-2009, is made and executed between Trustee of Albany Bank Trust Number 11-5032, whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625-5188 (referred to below as "Grantor") and DuPage National Bank, whose address is 101 Main Street, West Chicago, IL 60185 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated 06/22/2004 in the amount of \$190,000.00 and recorded in Cook County, Illinois on 07/16/2004 as Document No. 0419842027 and an Assignment of Rents dated 06/22/2004 and recorded in Cook County, Illinois on 07/16/2004 as Document No. 0419842028 on property located at 6441 N. Central, Chicago, IL 60646.

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

SUB-LOT 11 IN BLOCK 31 IN EDGEBROOK MANOR SUBDIVISION OF LOTS 27, 32 TO 35, PART OF THE SOUTHWEST 1/2 OF LOTS 38 AND 39, WEST OF ROAD AND ALL LOTS 40 TO 44 AND SOUTHWEST 1/2 OF LOT 45 AND ALL OF LOTS 38 TO 45, 47 AND 52 IN OGDEN SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVE IN 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 6441 N. Central, Chicago, IL 60630. The Real Property tax identification number is 10-33-327-003-0000.

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

To extend Maturity date to 07/01/2010 and increase balance to \$69,127.36 with all other terms and conditions remaining unchanged.

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

BOX 333-CP

4013

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 37850

(Continued)

Page 2

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 08-15-2009.

GRANTOR:

TRUSTEE OF ALBANY BANK TRUST NUMBER 11-5032

By:

Authorized Signer for Trustee of Albany Bank Trust Number
11-5032

This statement is executed by ALBANY BANK & TRUST COMPANY, N.A., not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY, N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

LENDER:

DUPAGE NATIONAL BANK

x

Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 37850

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 21st day of August, 2009 before me, the undersigned Notary Public, personally appeared Brenda Helms, Trust Officer of Trustee of Albany Bank Trust Number 11-5032, 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 John C. Schellinger Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 37850

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 26th day of August, 2009 before me, the undersigned Notary Public, personally appeared Wayne L. Kuntze and known to me to be the Sr. Vice President, authorized agent for **DuPage National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **DuPage National Bank**, duly authorized by **DuPage National Bank** 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 **DuPage National Bank**.

By Shirley Winters Residing at 101 Main St, West Chicago, IL 60185

Notary Public in and for the State of Illinois

My commission expires 7/12/2010

