

# UNOFFICIAL COPY



Doc#: 0925957214 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/16/2009 02:22 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

Todd Bryant, Jocelyn Bryant  
and Frank Talbert  
1343 W. Byron Street  
Chicago, IL 60613

**FOR RECORDER'S USE ONLY**

123960 (1/1)

9-14  
GIT

This Modification of Mortgage prepared by:  
Tina McGarry, Loan Administration  
Inland Bank and Trust  
2805 Butterfield Road, Suite 200  
Oak Brook, IL 60523

"This Instrument Filed For Record  
By Greater Illinois Title Co. As An Accommodation  
Only. It Has Not Been Examined As To Its  
Execution Or As To Its Effect Upon Title."

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2009, is made and executed between Todd B. Bryant, whose address is 1343 W. Byron Street, Chicago, IL 60613; Jocelyn Bryant, whose address is 1343 W. Byron Street, Chicago, IL 60613; husband and wife, not as joint tenants or as tenants in common but as tenants by the entirety (as to Parcel 1); and Frank Talbert, married to Noemi Talbert, whose address is 3854 N. Greenview Street, Chicago, IL 60613 (as to Parcel 2) (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 March 1, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 12, 2007 in the Cook County Recorder's Office as Document Number 070257059 and modified by Modification of Mortgage dated August 27, 2007 and recorded October 4, 2007 in the Cook County Recorder's Office as Document Number 0727757041 and modified by Modification of Mortgage dated May 1, 2008 and recorded June 6, 2008 in the Cook County Recorder's Office as Document Number 0815847011 and modified by Modification of Mortgage dated July 1, 2008 and recorded September 9, 2008 in the Cook County Recorder's Office as Document Number 0825357338.

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

**PARCEL 1:**

THE WEST 40 FEET OF LOTS 1, 2 AND 3 IN BLOCK 4 IN TALBOT'S SUBDIVISION OF BLOCKS 3 AND 4 IN EDSON'S SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT A PART IN THE NORTHEAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

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(Continued)**

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**PARCEL 2:**

THE SOUTH 30.00 FEET OF THE NORTH 60.00 FEET OF LOTS 6 AND 7, TAKEN AS A TRACT IN BLOCK 6 OF LAKE VIEW HIGH SCHOOL SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1343 W. Byron Street (as to Parcel 1) and 3854 N. Greenview Avenue (as to Parcel 2), Chicago, IL 60613. The Real Property tax identification number is 14-20-108-020 Vol. 483 (as to Parcel 1) and 14-20-105-048 Vol. 483 (as to Parcel 2).

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

The definition of the "Note" as described in the "Mortgage" shall be hereby deleted and substituted by the following:

**Note.** The word "Note" means the promissory note dated July 1, 2008, in the original principal amount of \$500,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated May 1, 2008 in the original principal amount of \$500,000.00 from Grantor to Lender, which was a renewal of a certain promissory note dated August 27, 2007 in the original principal amount of \$500,000.00 from Grantor to Lender, which was a renewal of a certain promissory note dated March 1, 2007 in the original principal amount of \$500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement.

**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 endorser 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 AUGUST 1, 2009.**

**GRANTOR:**

X


  
Todd Bryant

X


  
Jocelyn Bryant

X


  
Frank Talbert

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

INLAND BANK AND TRUST

X MS  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

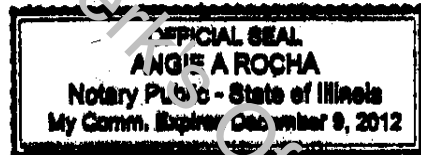
On this day before me, the undersigned Notary Public, personally appeared **Todd Bryant; Jocelyn Bryant; and Frank Talbert**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of August, 2009.

By Angie A. Rocha Residing at 500 N. Michigan Ave

Notary Public in and for the State of ILLINOIS

My commission expires December 9, 2012



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## MODIFICATION OF MORTGAGE (Continued)

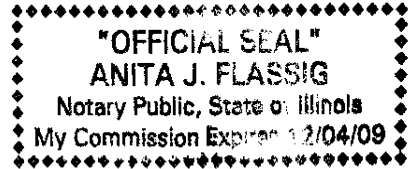
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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF WILL )



On this 28<sup>th</sup> day of AUGUST, 2009 before me, the undersigned Notary Public, personally appeared MICHAEL FOGARTY and known to me to be the HVP, 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 Anita J. Flassig Residing at 5456 S. LA GRANGE  
COUNTY OF IL  
 Notary Public in and for the State of ILLINOIS  
 My commission expires 12-4-09 60525

County Clerk's Office