



Doc#: 0926710022 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/24/2009 09:49 AM Pg: 1 of 4

## AMENDMENT TO MORTGAGE DEED

This Amendment to Mortgage Deed (this "Amendment") is made as of May 26, 2009 by and between North Star Trust Company, Trustee of NORTH STAR TRUST COMPANY, TRUST #5223, an Illinois trust, with an address of 500 WEST MADISON STREET, SUITE 3150, CHICAGO, Illinois 60661, as successor trustee to RBS Citizens, National Association, f/k/a Citizens Bank, National Association, successor by merger to Charter One Bank, National Association as successor trustee to First National Bank as successor to GreatBanc Trust Company as successor to First National Bank in Chicago Heights (the "Grantors") and Charter One Bank, N.A., a Division of RBS Citizens, N.A. (the "Lender"). The Mortgage is to secure the obligations of North Star Trust Company, Trustee of NORTH STAR TRUST COMPANY, TRUST #5223

### Background

A. The Grantors granted to the Lender a Mortgage Deed dated February 4, 1994 recorded as Document # 94131762 and a Modification of Mortgage dated April 4, 2004 recorded as Document # 0422539070 in Cook County, IL (the "Mortgage") creating a Mortgage on certain land and premises described as LOTS 3, 4 AND 5 (EXCEPT THE SOUTH 21 FEET 4 INCHES OF SAID LOT 5) IN BLOCK 9 IN ORIGINAL TOWN OF CHICAGO HEIGHTS, A SUBDIVISION IN SECTION 20 AND SECTION 21, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1511-1517 S. Halsted Street, Chicago Heights, IL 60411. The Real Property tax identification number is 32-20-412-003; 32-20-412-004; 32-20-412-005; 32-20-412-017.

B. The Mortgage secures the obligations of the Grantors under a Promissory Note dated February 4, 1994 evidencing a mortgage from Lender to the Grantors in an amount of Ninety Seven Thousand Eight Hundred Dollars and Zero Cents (\$97,800.00) (the "Agreement").

C. The Lender and Grantors have agreed that the Mortgage, as amended, be amended to extend the maturity date from April 4, 2009 to July 3, 2009 upon the terms and subject to the conditions of this Amendment.

NOW, THEREFORE,

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

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Section 1. References; Defined Terms. All capitalized terms used herein and defined in the foregoing Recitals shall have the meanings given to such terms in the foregoing Recitals. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Mortgage.

Section 2. Mortgage to secure amount of credit of \$97,800.00. The Mortgage, as amended, is hereby amended as follows: The maturity date is extended. The Mortgage which states the maturity date as April 4, 2009 will be replaced with a maturity date as July 3, 2009.

Section 3. No Other Changes. Except as modified by this Amendment, the terms of the Mortgage shall remain in full force and effect as modified by this Amendment, and the Mortgage shall continue to encumber the Property.

Section 4. Acceptance by Lender and Grantors. By their execution of this Amendment, the Lender and the Grantors accept and approve this First Amendment to Mortgage Deed.

IN WITNESS WHEREOF, the Grantors have executed or caused this Amendment to be executed effective as of the 9th of June, 2009.

I. GRANTORS

North Star Trust Company, Trustee of NORTH STAR TRUST COMPANY, TRUST #5223

By: Angela Diannetti  
Vice-President

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

By: Matthew Chaudhry  
Trust Officer

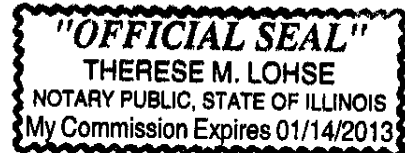
STATE OF: IL

COUNTY OF: COOK

)  
)ss.  
)

At \_\_\_\_\_, in said County, this 9th day of June, 2009, personally appeared \_\_\_\_\_, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed.

Before me: Therese M. Lohse  
Notary Public  
My commission expires: \_\_\_\_\_



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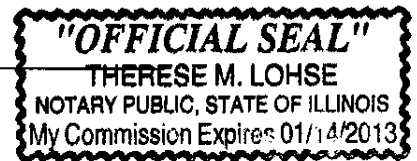
STATE OF: IL )  
 )ss.  
COUNTY OF: COOK )

At \_\_\_\_\_, in said County, this 9th day of June, 2009, personally appeared \_\_\_\_\_, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed.

Before me: Therese M. Lohse  
Notary Public

My commission expires: \_\_\_\_\_

(seal)



A. ACCEPTANCE BY LENDER

By its signature below, the Lender accepts, acknowledges and agrees to the Amendment to Mortgage Deed as set forth in the Amendment to Mortgage Deed to which this is attached.

IN WITNESS WHEREOF, the Lender has executed or caused this Agreement to be executed this 11<sup>th</sup> day of JUNE, 2009.

LENDER

Charter One Bank, N.A., a Division of RBS  
Citizens, N.A.

By: Christine A. Black  
Its: OFFICER and  
Duly Authorized Agent

STATE OF: RI )  
 )ss.  
COUNTY OF: Kent )

At Warwick in said County, on this 11<sup>th</sup> day of June, 2009, personally appeared Christine Black a duly authorized agent of Charter One Bank, N.A., a Division of RBS Citizens, N.A. and s/he acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of Charter One Bank, N.A., a Division of RBS Citizens, N.A.

Citizens, N.A.  
Cheryl Martens  
Notary Public  
My Commission Expires: \_\_\_\_\_

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## GENERAL DOCUMENT EXONERATION RIDER Land Trust No. 5223

THIS LAND TRUST RIDER TO THE AMENDMENT TO MORTGAGE DEED IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE AS AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, 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 COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT ( ALL 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 OF 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 AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

County Clerk's Office