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MODIFICATION OF MORTGAGE AND AGREEMENT



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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2009 02:31 PM Pg: 1 of 4

This **Modification of Mortgage and Agreement** ("Agreement") is made as of February 28, 2009, by and between WILLIAM J. HAGENAH, III ("Lender"), and RICHARD T. PETERSON AND KATHERINE H. PETERSON (collectively, "Borrower")

THIS SPACE RESERVED FOR RECORDING DATA

PREPARED BY and after recording
RETURN TO:

Gerald J. Castro
c/o McDermott Will & Emery LLP
227 W. Monroe St.
Chicago, IL 60606

Recitals

A. Borrower executed a Note Secured by Mortgage, dated August 31, 2005 ("Note"), in favor of Lender. The Note is in the face amount of \$1,750,000, to evidence the obligations of Borrower for monies loaned ("Loan") by Lender to Borrower.

B. The Note is secured by a Mortgage dated as of August 31, 2005 ("Mortgage"), which imposes a lien upon the real property described in Exhibit "A" attached hereto, executed by Borrower and Lender, and recorded on January 27, 2006 as document number 0602719113 by the Recorder of Deeds of Cook County, Illinois.

C. Borrower desires to refinance the Note, and, in its place, substituted that certain Restated Note Secured by Mortgage, dated as of February 28, 2009 ("Restated Note"), to evidence the obligations of Borrower for the Loan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Borrower and Lender agree as follows:

1. All references to the Note in the Mortgage or in any other document or instrument evidencing or relating to the Loan shall mean the Restated Note.

2. This Agreement will be in full force and effect only upon receipt by Lender of:

(a) This Agreement executed by all parties;

(b) Verification by Lender that record and legal title to the property encumbered by the Mortgage is vested in Borrower, that there are no encumbrances or liens on such property subsequent to the Mortgage other than taxes and assessments, and that any or all delinquent taxes or assessments which are a lien on such property have been paid or will be paid as of recordation of this Agreement.

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3. Principal and interest on the Loan shall be paid as provided in the terms of the Restated Note.

4. In all other respects, not inconsistent herewith, the Mortgage shall otherwise remain unaffected, unchanged and unimpaired.

5. The foregoing recitals are hereby incorporated into this Agreement.

6. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, with all such counterparts constituting one and the same instrument.

This Agreement is executed and effective as of the date first above written.

“Borrower”

“Lender”

Richard T. Peterson

William J. Magenah, III

Katherine H. Peterson

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Illinois)
) ss
COUNTY OF Cook)

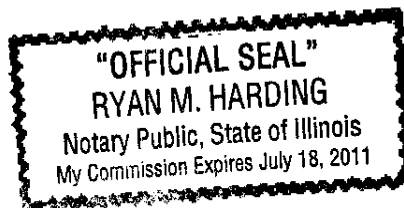
On September 1, 2009, before me, Ryan M. Harding, a Notary Public in and for said State, personally appeared Richard T. Peterson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



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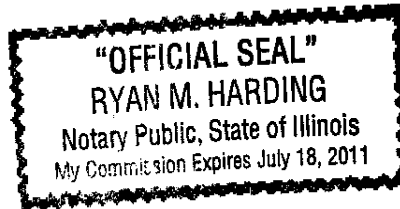
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On September 1, 2009, before me, Ryan M. Harding, a Notary Public in and for said State, personally appeared Katherine H. Peterson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On September 1, 2009, before me, Ryan M. Harding, a Notary Public in and for said State, personally appeared William J. Hagenah, III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



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Exhibit A

Legal Description

LOT 8 IN BLOCK 21 IN KENILWORTH COMPANY'S ADDITION TO KENILWORTH, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as address: 520 Roslyn Road, Kenilworth, Illinois 60043

PIN: 05 28-215-011-0000