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Doc#: 0931441037 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2009 11:50 AM Pg: 1 of 4

FIRST AMERICAN TITLE

ORDER # 944724

**WHEN RECORDED MAIL TO:**

State Farm Bank, F.S.B.  
P O Box 5960  
Madison, WI 53705-0960

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Julie A. Miller, Loan Representative  
State Farm Bank, F.S.B.  
1 State Farm Plaza  
Bloomington, IL 61710

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 1, 2009, is made and executed between Trust Officer, not personally but as Trustee on behalf of North Star Trust Company, as Successor Trustee to National Bank of Commerce under Trust No. 9992, whose address is 500 West Madison Suite 3150, Chicago, IL 60661 (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is 1 State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded November 12, 2004 / Cook County Recorder of Deeds / Document 0131711033.**

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

Lot 141 in St. Charles Road First Addition to Proviso, a Subdivision of that part lying North of St. Charles Road of the West Half of the East Half of the Northeast Quarter of Section 8, Township 33 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 4321 St. Charles Rd, Bellwood, IL 60104. The Real Property tax identification number is 15-08-216-038-0000 Vol 158.

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

**Extend Maturity Date to November 1, 2014.**

**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

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(Continued)

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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.

**CROSS COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one of more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by a statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2009.**

GRANTOR:

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO  
NATIONAL BANK OF COMMERCE UNDER TRUST NO. 9992**

By:

*Misty Castill*  
Trust Officer, Trustee of North Star Trust Company, as  
Successor Trustee to National Bank of Commerce under Trust  
No. 9992

*Laurel A. Choise*  
Trust Officer

LENDER:

STATE FARM BANK, F.S.B.

X

*Kevin Cunningham*  
Kevin Cunningham, Loan Officer

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of November, 2009 before me, the undersigned Notary Public, personally appeared **Trust Officer, Trustee of North Star Trust Company, as Successor Trustee to National Bank of Commerce under Trust No. 9992**, 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 Therese M. Lohse Residing at Chicago

Notary Public in and for the State of Illinois

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



Notary Public's Office

