

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 0934257138 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/08/2009 02:11 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Karen Cox, Loan Administration  
Inland Bank and Trust  
2805 Butterfield Road, Suite 200  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2009, is made and executed between Rutledge Smith, whose address is 870 N. Franklin, Chicago, IL 60610 (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 June 1, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 18, 2007 as Document Number 0726142072, Modification of Mortgage dated September 1, 2008 recorded as Document Number 0828947086 and Modification of Mortgage dated March 1, 2009 recorded as Document Number 0920457139 in the office of the Cook County Recorder. 124273

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

ALL THAT PART OF THE EAST 233 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, WHICH MEASURED ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, IS 353.4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 50 DEGREES 24 MINUTES WEST TO THE INTERSECTION WITH A LINE 233 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH ALONG SAID LINE 233 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; 33.84 FEET TO THE INTERSECTION WITH A LINE 738.6 FEET SOUTH OF SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE EAST ALONG SAID LINE 738.6 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 7457049003

Page 2

SECTION 20, 233 FEET TO SAID EAST LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 150 Birch Street, Winnetka, IL 60093. The Real Property tax identification number is 05-20-407-023-0000 & 05-20-407-025-0000.

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

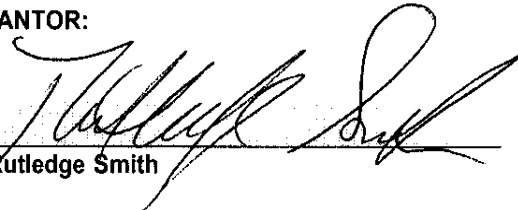
**The paragraph titled "Note" of the "Mortgage" shall be hereby deleted and substituted by the following:**

Note. The word "Note" means the promissory note dated September 1, 2009, in the original principal amount of \$1,825,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated March 1, 2009 in the original principal amount of \$1,825,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated September 1, 2008 in the original principal amount of \$1,825,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated June 1, 2007 in the original principal amount of \$1,825,000.00 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 SEPTEMBER 1, 2009.**

GRANTOR:

X   
Rutledge Smith

LENDER:

INLAND BANK AND TRUST

X   
Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7457049003

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

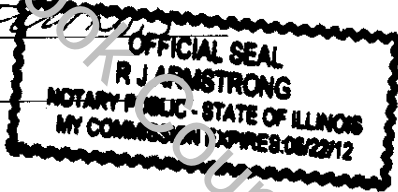
On this day before me, the undersigned Notary Public, personally appeared **Rutledge Smith**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of SEPTEMBER, 20 09.

By [Signature] Residing at CHICAGO

Notary Public in and for the State of Illinois

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



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7457049003

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 15<sup>th</sup> day of September 2012 before me, the undersigned Notary Public, personally appeared Russ Arnst and known to me to be the VICE-PRESIDENT, 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 Terese Ombal Residing at 6111 W. DEMASTER ST. MORTON ILLINOIS

Notary Public in and for the State of Illinois

My commission expires 1-21-13

Cook County Clerk's Office