

# UNOFFICIAL COPY



Doc#: 1009931038 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/09/2010 10:38 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:  
First Bank  
110 Woodmere Road, Suite  
150  
Folsom, CA 95630

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Roslyn Robinson, AVP / Loan Administrator  
First Bank  
110 Woodmere Rd., Ste 150  
Folsom, CA 95630

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 12, 2010, is made and executed between Rick D. Murray, whose address is 947 Arnold Court, Des Plaines, IL 60016 and Ron Murray, a/k/a Ronald D. Murray, whose address is 1197 Rose Court, Bartlett, IL 60103 (referred to below as "Grantor") and First Bank, whose address is 135 N. Meramec, Clayton, MO 63105 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 13, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recording date March 5, 2008 recorded in the Cook County Recorder of Deeds Document # 0806504261.

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

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT:

PARCEL 1:

COUNTY CLERK'S DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, (EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROADWAY); COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 SECTION; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 1062.92 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 40 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 103 FEET ALONG THE LINE OF BARTLETT ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF BARTLETT ROAD A DISTANCE OF 41 FEET TO A POINT; THENCE WEST 97 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2:

COUNTY CLERK'S DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, (EXCEPTING THEREFROM THAT PORTION TAKEN FOR

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ROADWAY); COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 SECTION; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 26, A DISTANCE OF 1102.92 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 343 FEET TO THE CENTERLINE OF IRVING PARK ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF IRVING PARK ROAD A DISTANCE OF 162.8 FEET TO THE CENTERLINE OF BARTLETT ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF BARTLETT ROAD A DISTANCE OF 310 FEET TO A LINE DRAWN AT RIGHT ANGLES FROM THE POINT OF BEGINNING; THENCE WEST ALONG THE RIGHT OF WAY LINE A DISTANCE OF 103 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

(EXCEPT THE SOUTH 262 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) OF SECTION 27, TOWNSHIP 41, RANGE 9, THAT PART OF THE NORTHEAST 1/4 BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 19 AND THE EAST LINE OF SECTION 27; THENCE CONTINUING SOUTHERLY ALONG THE EAST LINE 376.5 FEET; THENCE WESTERLY ALONG A LINE 87.05 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE 84 DEGREES, 44 MINUTES TO THE LAST DESCRIBED LINE 396.54 FEET TO THE CENTERLINE OF STATE ROUTE 19; THENCE SOUTHERLY ALONG THE CENTERLINE 54.56 FEET TO THE POINT OF BEGINNING

**PARCEL 4:**

COUNTY CLERK'S DIVISION OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4, OF SECTION 27, TOWNSHIP 41, RANGE 9, THE NORTH 222 FEET OF THE SOUTH 262 FEET BOTH AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SECTION OF THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 19 AND THE EAST LINE OF THE NORTHEAST 1/4 SECTION; THENCE CONTINUING SOUTHERLY ALONG THE EAST LINE 376.5 FEET; THENCE WESTERLY ALONG THE LINE 87.05 FEET; THENCE NORTHERLY ALONG THE LINE INTERIOR ANGLE; 84 DEGREES; 44 MINUTES TO THE LAST DESCRIBED 396.54 FEET TO A POINT ALONG THE CENTERLINE OF STATE ROUTE 19; THENCE SOUTHERLY ALONG THE CENTERLINE 54.56 FEET TO THE POINT OF BEGINNING.

**PARCEL 5:**

COUNTY CLERK'S DIVISION OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4, OF SECTION 27, TOWNSHIP 41, RANGE 9, SOUTH 40 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SECTION 27 BEING THAT PART OF THE NORTHEAST 1/4 BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 19 AND THE EAST LINE OF SECTION 27, THENCE SOUTHERLY ALONG THE EAST LINE 376.5 FEET TO A POINT; THENCE WESTERLY 87.05 FEET; THENCE NORTHERLY ALONG A LINE INTERIOR, 84 DEGREES, 44 FEET TO THE LAST DESCRIBED COURSE, 396.54 FEET TO A POINT ON THE CENTERLINE OF STATE ROUTE 19, THENCE SOUTHERLY ALONG THE CENTERLINE OF STATE ROUTE 19 54.56 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 1000 South Bartlett Road, Streamwood, IL 60107. The Real Property tax identification number is 06-27-102-076-0000 Parcel #1, 06-26-102-077-0000 Parcel #2, 06-27-201-015-000 Parcel #3, 06-27-203-023-000 Parcel #4, 06-27-203-024-000 Parcel #5.

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

1. The maturity date is hereby extended to August 10, 2010 from a previous maturity date of February 12, 2010.
2. The credit limit is being decreased to \$150,000.00 from \$155,000.00.

**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

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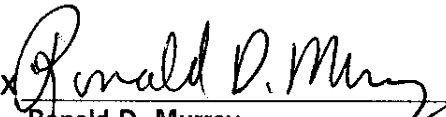
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performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It 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 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 FEBRUARY 12, 2010.**

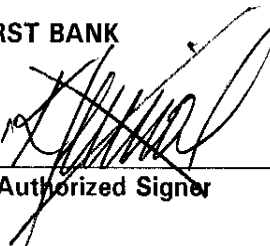
GRANTOR:

x   
Rick D. Murray

x   
Ronald D. Murray

LENDER:

FIRST BANK

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

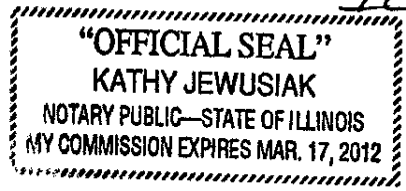
On this day before me, the undersigned Notary Public, personally appeared **Rick D. Murray and Ronald D. Murray**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 19 day of February, 2010.

By [Signature] Residing at 678 Lee Des Plaines IL 60016

Notary Public in and for the State of IL

My commission expires 3/17/12



### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **First Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank**, duly authorized by **First Bank** 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 **First Bank**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

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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 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 FEBRUARY 12, 2010.**

GRANTOR:

X \_\_\_\_\_  
Rick D. Murray

X \_\_\_\_\_  
Ronald D. Murray

LENDER:

FIRST BANK

X  \_\_\_\_\_  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned Notary Public, personally appeared **Rick D. Murray and Ronald D. Murray**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **First Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank**, duly authorized by **First Bank** 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 **First Bank**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

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## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On MARCH 18, 2010 before me, Roslyn Robinson, Notary Public  
(Here insert name and title of the officer)

personally appeared Michael Castlio

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Roslyn Robinson*  
 Signature of Notary Public

(Notary Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Modification of Mtg. - PPA Truck Rentals, Inc  
(Title or description of attached document)

Grantor(s) Rick & Ronald Murray  
(Title or description of attached document continued)

Number of Pages 6 Document Date 02/12/10  
(pgs include notary)  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

#### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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