

# UNOFFICIAL COPY



Doc#: 1010231018 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/12/2010 10:09 AM Pg: 1 of 4

This instrument prepared under  
the supervision of  
ARTHUR NEVILLE, Attorney  
4801 W. Belmont Ave.  
Chicago, Illinois 60641

## Home Equity Line of Credit Modification Agreement

**Community Savings Bank**

**Loan No. 01-80010383**

**Dated: NOVEMBER 1, 2009**

WHEREAS, Community Savings Bank authorized and approved an equity line of credit for COMMUNITY SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 21, 2006 AND KNOWN AS TRUST NUMBER LT-2077 (Borrowers) currently in the amount of

**SEVENTY FOUR THOUSAND DOLLARS AND NO/100 - - - (\$74,000.00)**

securing said line of credit with real property located in Cook County, Illinois and legally described as follows:

LOT 10 (EXCEPT THE NORTH 80 FEET) AND LOT 9 (EXCEPT THE SOUTH 80 FEET) IN BLOCK 3 IN H.O. STONE AND COMPANY SUBDIVISION OF THE EAST (0 ACRES OF THE NORTH HALF (N-1/2) OF THE NORTHEAST QUARTER (NE-1/4) OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE PART DEDICATED FOR BELMONT AVENUE AND EXCEPT THAT PART LYING NORTH OF BELMONT AVENUE) IN COOK COUNTY, ILLINOIS.

Commonly Known As: 3031 N. OCTAVIA AVE.-CHICAGO, IL 60707

Permanent Index Number: 12-25-214-005-0000

as evidenced by a Promissory Note and Mortgage signed and delivered on October 8, 2004, which mortgage was duly recorded with the Recorder of Deeds of Cook County, Illinois, as Document No.0431427021, which said Promissory Note and Mortgages are hereby incorporated herein and made a part of this Loan Modification Agreement, and

WHEREAS, the undersigned Borrowers and Community Savings Bank have found it mutually beneficial and in their interest to revise the terms of said Note and Mortgage and do hereby agree to the modification of the terms of said line of credit as set forth herein:

**Rollover for an additional five (5) years is hereby added to the term of said line of credit thereby extending the balloon maturity date to NOVEMBER 1, 2014.**

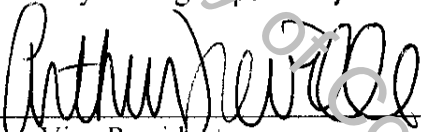
**BOX 331**

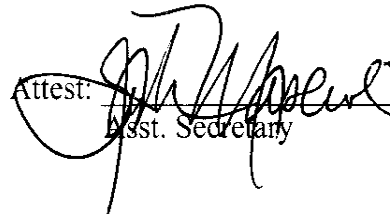
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**THEREFORE**, for the mutual considerations herein stated and as set out in the Home Equity Line of Credit Agreement and Promissory Note, it is hereby agreed between the undersigned parties that as of this date, November 1, 2009, this line of credit shall continue for an additional five (5) year term with a new maturity date of NOVEMBER 1, 2014.

In all other respects, said Home Equity Line of Credit Agreement and Promissory Note and Mortgage contracts shall remain in full force and effect. If this document differs from or is inconsistent with the Home Equity Line of Credit Agreement and Promissory Note and Mortgages or any other loan documents, this Modification shall control and govern.

Community Savings Bank, not  
Community Savings Bank personally but as Trustee Borrowers

By:   
Vice President

Attest:   
Asst. Secretary



Subject to attached exoneration  
rider incorporated herein

County Clerk's Office


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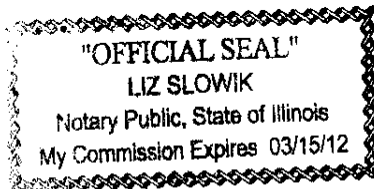
State of Illinois        )  
                                   )  
 County of Cook        )

Mortgagee Notary

I, Liz Slowik, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Arthur Neville, Vice President of Community Savings Bank, and Barbara Masciola, Asst. Secretary of said Community Savings Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President, and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Community Savings Bank as aforesaid, for the uses and purposes therein set forth; and the said Secretary hereby acknowledges that he or she, as custodian of the corporate seal of said Community Savings Bank, did affix the corporate seal of said Company to said instrument as his or her own free and voluntary act and as the free and voluntary act of said Company, for the intent and purposes therein set forth.

Given under my hand and seal this

  
 \_\_\_\_\_  
 Notary Public



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## EXCULPATORY RIDER

This instrument is executed by Community Savings Bank, as Trustee under the provisions of a Trust Agreement and known as trust no. LT-2077 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Community Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Community Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Community Savings Bank on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

**BOX 331**