

UNOFFICIAL COPY



Doc#: 1014422025 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/24/2010 10:15 AM Pg: 1 of 4

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

Modification Agreement

Community Savings Bank
Home Equity Line of Credit
Loan No. 01-80014226
Dated: MAY 20, 2010

WHEREAS, Community Savings Bank authorized and approved an equity line of credit for COMMUNITY SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 17, 2001 AND KNOWN AS TRUST NUMBER LT-1666 in the amount of

TEN THOUSAND DOLLARS AND NO/100 - - (\$10,000.00) and,

WHEREAS, Community Savings Bank modified said line of credit on MAY 20, 2010 by increasing the available funds to a total amount of \$25,000.00 securing said line of credit with the property located in Cook County, Illinois and legally described as follows:

LOT 22 IN SZYWALA'S RESUBDIVISION OF THE SOUTH 4 ACRES OF THE EAST 5 ACRES AND THE SOUTH 16.0 FEET LYING NORTH OF AND ADJOINING THE SOUTH 4 ACRES OF THE EAST 5 ACRES OF LOT 3 IN C. R. BALL'S SUBDIVISION OF THE NORTH HALF (N-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT SCHOOL LOT), AND THE NORTH 25.4 ACRES OF THE NORTHEAST QUARTER (NE-1/4) OF THE NORTHEAST QUARTER (NE-1/4) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Currently known as; 4720 N. SAYRE AVENUE-HARWOOD HEIGHTS, IL 60706

Permanent Index Number: 13-18-100-057-0000

as evidenced by a Promissory Note and Mortgage signed and delivered on November 22, 2008 which mortgage was duly recorded with the Recorder of Deeds of Cook County, Illinois, as Document No. 0834331020, which said Promissory Note and Mortgages are hereby incorporated herein and made a part of this Loan Modification Agreement, and

BOX 331

UNOFFICIAL COPY

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: An additional INCREASE of FIFTEEN THOUSAND DOLLARS AND NO/100- - (\$15,000.00) to the line of credit thereby INCREASING the total available line of credit to TWENTY FIVE THOUSAND DOLLARS AND NO/100 - - - for the remaining term as set out in the Home Equity Line of Credit Agreement and Promissory Note dated November 22, 2008

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, MAY 20, 2010, the maximum principal loan amount available for the above referenced line of credit is INCREASED to:

TWENTY FIVE THOUSAND DOLLARS AND NO/100 - - - (\$25,000.00)

and, 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 personally but as Trustee

Community Savings Bank
By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

~~APL XXXXXXX~~
By: [Signature]
Dane H. Clevon

ATTEST: [Signature]
Asst. Secretary



Subject to attached explanation
not incorporated herein

UNOFFICIAL COPY

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-1666 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.

UNOFFICIAL COPY

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 20th day of May, 2010

Liz Slowik

 Notary Public

