



Doc#: 1015829006 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/07/2010 10:18 AM Pg: 1 of 5

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. 01-80011472
Dated: MAY 1, 2010

WHEREAS, Community Savings Bank authorized and approved an equity line of credit for NORTH STAR TRUST COMPANY AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST UNDER TRUST AGREEMENT DATED APRIL 4, 1994 AND KNOWN AS TRUST NUMBER 30111 (Borrowers) currently in the amount of

THREE HUNDRED TWO THOUSAND TWO HUNDRED EIGHTY EIGHT AND NO/100 - - - - (\$302,288.00)

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

SEE ATTACHED EXHIBIT "A"

Commonly Known As: 5236 W. WINDSOR AVENUE - CHICAGO, IL 60630

Permanent Index Number: 13-16-117-022-0000

as evidenced by a Promissory Note and Mortgage signed and delivered on March 28, 2005, which mortgage was duly recorded with the Recorder of Deeds of Cook County, Illinois, as Document No. 0512518023, 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 TWO (2) YEARS is hereby added to the term of said line of credit thereby extending the balloon maturity date to MAY 1, 2012.

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, May 1, 2010, this line of credit shall continue for an additional two (2) year term with a new maturity date of MAY 1, 2012.

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.

NORTH STAR TRUST COMPANY

North Star Trust Company as Successor Trustee to

Angela Giannetti

Angela Giannetti
Vice President Trust Officer

~~Trustee's Execution of this document is void and of no effect.~~

Laurel Thorne

Laurel Thorne
Trust Officer

County Clerk's Office

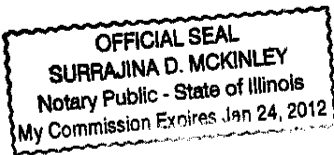
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State of Illinois) Mortgagee Notary
)
County of Cook)

I, Surrajina McKinley a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such **Vice-President** **Trust Officer** 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 North Star Trust Company 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 North Star Trust Company, 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



Surrajina McKinley
Notary Public

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EXHIBIT "A"

PARCEL 1:
LOT 1 IN BLOCK 1 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 20 FEET, THENCE NORTH IN A STRAIGHT LINE A DISTANCE OF 39.30 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING) IN ROBERT'S MILWAUKEE AVENUE, SUBDIVISION OF LOTS 5 AND 10 OF THE SUBDIVISION OF THAT PART WEST OF MILWAUKEE OF LOT 5 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1 1/2 RODS AND THE SOUTH 4 RODS THEREOF)

PARCEL 2:
THAT PART OF LOT 3 IN THE SUBDIVISION OF THAT PART OF MILWAUKEE AVENUE OF LOT 5 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1 1/2 RODS OF AND THE SOUTH 4 RODS THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT RUNNING THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 33 FEET; THENCE SOUTH IN A STRAIGHT LINE A DISTANCE OF 78.30 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART OF PARCELS 1 AND 2 FALLING IN THE FOLLOWING DESCRIBED TRACT, BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 20 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 10 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 80 DEGREES 35 MINUTES WITH THE SOUTH LINE OF SAID LOT 1 (AS MEASURED FROM THE WEST TO NORTH) A DISTANCE OF 27 FEET; THENCE NORTHEASTERLY A DISTANCE OF 17.15 FEET TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 3 SAID POINT BEING 33 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 3, TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 20 FEET WEST OF THE SOUTHEASTERLY CORNER OF SAID LOT), THENCE SOUTHERLY ON THE LAST DESCRIBED LINE TO THE SOUTH LINE OF SAID LOT 1 BEING THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PROPERTY COMMONLY KNOWN AS: 5236 W. WINDSOR AVENUE - CHICAGO, ILL. 60630

PERMANENT INDEX NUMBER: 13-16-117-022-0000

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GENERAL DOCUMENT EXONERATION RIDER Land Trust No. 30111

THIS DOCUMENT IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE AS AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN SAID DOCUMENT CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID TRUSTEE PERSONALLY TO PAY ANY INDEBTEDNESS ACCRUING THEREUNDER OR TO PERFORM ANY COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT (ALL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) AND THAT SO FAR AS SAID TRUSTEE IS CONCERNED, THE OWNER OF ANY INDEBTEDNESS OR RIGHT ACCRUING UNDER SAID DOCUMENT SHALL LOOK SOLELY TO THE PREMISES DESCRIBED THEREIN FOR THE PAYMENT OF ENFORCEMENT THEREOF, IT BEING UNDERSTOOD THAT SAID TRUSTEE MERELY HOLDS LEGAL TITLE TO THE PREMISES DESCRIBED THEREIN AND HAS NO CONTROL OVER THE MANAGEMENT THEREOF OR THE INCOME THEREFROM, AND HAS NO KNOWLEDGE RESPECTING ANY FACTUAL MATTER WITH RESPECT TO SAID PREMISES, EXCEPT AS REPRESENTED TO IT BY THE BENEFICIARY OR BENEFICIARIES OF SAID TRUST. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVE.
CHICAGO, IL. 60641-4399

BOX 331