

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Austin Bank of Chicago  
Lake Street  
5645 West Lake Street  
Chicago, IL 60644

**WHEN RECORDED MAIL TO:**

Austin Bank of Chicago  
5645 West Lake Street  
Chicago, IL 60644

Doc#: 1018247027 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/01/2010 09:03 AM Pg: 1 of 6

**SEND TAX NOTICES TO:**

Austin Bank of Chicago  
Lake Street  
5645 West Lake Street  
Chicago, IL 60644

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Gail D. Tyson, Documentation Specialist  
Austin Bank of Chicago  
5645 West Lake Street  
Chicago, IL 60644

05 BAN 03075

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 12, 2010, is made and executed between North Star Trust Company, not personally but as Trustee on behalf of North Star Trust Company Successor Trustee to Park National Bank as Successor Trustee to Cosmopolitan Bank & Trust Company Successor Trustee to First Bank of Oak Park Successor Trustee to Citizens National Bank and Trust Company of Chicago u/t/a dtd March 1, 1985 and formerly known as Trust #322 n/k/a Trust #13350, whose address is 500 W. Madison Suite 3150, Chicago, IL 60661 (referred to below as "Grantor") and Austin Bank of Chicago, whose address is 5645 West Lake Street, Chicago, IL 60644 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on 07-21-2004 and a Modification of Mortgage dated 08-12-2005 and recorded on 09-06-2005 in the office of the recorder of Deeds, State of Illinois, as document nos. 0420346054 and 0524947003.

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

Lots 13 and 14 an Cahill's subdivision of lot 9 in the school trustee's subdivision of the north part, being in the northeast quarter of section 16, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 4835 W. Jackson, Chicago, IL 60644. The Real Property tax identification number is 16-16-215-024-0000.

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

increase of principal to **\$250,743.05** from **\$248,554.00**.

**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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 20934

Page 2

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 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.

**PROHIBITION OF ASSIGNMENTS AND ENCUMBRANCES BY BORROWER.** Borrower shall not, without prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, or attempt to do any of the foregoing, of any of the following rights, properties or interests which occurs, in granted, accomplished, attempted or effectuated without Lender's prior written consent shall constitute a "Prohibited Transfer" hereunder:

a) Borrower's interest under the Loan Documents or in the Property, or any part thereof, interest therein or earnings thereon, excepting only sales or other dispositions of collateral no longer useful in connection with the operation of the Property (herein called "obsolete Collateral"), provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility and subject to the liens and security interests of the Loan Documents with the same priority as such liens and security interests in the collateral disposed of;

b) If Borrower, any beneficiary of a trustee borrower, any general partner in a partnership borrower or partnership or joint venturer in a joint venture borrower which is a beneficiary of a trustee borrower is a corporation or any owner of substantially all of the stock of such corporation is itself a corporation (other than a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System), any shares of capital stock of such corporation; or

c) If Borrower, or any beneficiary of a trustee borrower is a partnership or joint venture or limited liability company, all or any part of the partnership or joint venture or membership interest, as the case may be, in such partnership, joint venture or limited liability company;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrances or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph shall not apply (i) to liens in favor of Lender securing the Indebtedness, (ii) to the lien of current taxes and assessments; not in default or (iii) transfers of membership interests in Borrower for estate planning purposes to (a) immediate family members, (b) trusts established for the benefit of such member or such immediate family members or (c) entities controlled by such members or such immediate family members

# UNOFFICIAL COPY

## GENERAL DOCUMENT EXONERATION RIDER Land Trust No. 13350 formerly known as #322

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.

County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 20934

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 12, 2010.

GRANTOR:

NORTH STAR TRUST COMPANY SUCCESSOR TRUSTEE TO PARK NATIONAL BANK AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK & TRUST COMPANY SUCCESSOR TRUSTEE TO FIRST BANK OF OAK PARK SUCCESSOR TRUSTEE TO CITIZENS NATIONAL BANK AND TRUST COMPANY OF CHICAGO U/T/A DTD MARCH 1, 1985 AND FORMERLY KNOWN AS TRUST #322 N/K/A TRUST #13350

NORTH STAR TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 03-01-1985 and known as North Star Trust Company Successor Trustee to Park National Bank as Successor Trustee to Cosmopolitan Bank & Trust Company Successor Trustee to First Bank of Oak Park Successor Trustee to Citizens National Bank and Trust Company of Chicago u/t/a dtd March 1, 1985 and formerly known as Trust #322 n/k/a Trust #13350.

By Angela Giannetti & Laurel Thorpe Trustee's Execution Rider Attached Hereto And Made A Part Hereof  
Authorized Signer for North Star Trust Company  
Angela Giannetti & Laurel Thorpe

LENDER:

AUSTIN BANK OF CHICAGO

X Mulan S. Wilson  
Authorized Signer Vice President

County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 20934

Page 4

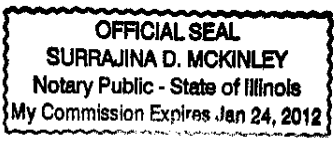
### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 25th day of May, 2010 before me, the undersigned Notary Public, personally appeared Angela Giannetti, Laurel Thorpe of North Star Trust Company, trustee of North Star Trust Company Successor Trustee to Park National Bank as Successor Trustee to Cosmopolitan Bank & Trust Company Successor Trustee to First Bank of Oak Park Successor Trustee to Citizens National Bank and Trust Company of Chicago u/t/a dtd March 1, 1985 and formerly known as Trust #322 n/k/a Trust #13350, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Surrajina D. McKinley Residing at 500 W. Madison  
Chicago, IL  
 Notary Public in and for the State of Illinois

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



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 20934

Page 5

### LENDER ACKNOWLEDGMENT

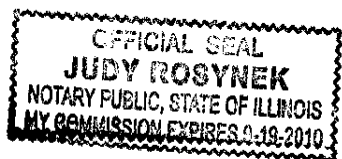
STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of May, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared MILAN K. WILSON and known to me to be the VICE PRESIDENT, authorized agent for **Austin Bank of Chicago** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Austin Bank of Chicago**, duly authorized by **Austin Bank of Chicago** 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 **Austin Bank of Chicago**.

By Judy Rosynek Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 9-19-2010



Cook County Clerk's Office