

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Recording Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

10540255

Report Mortgage Fraud  
800-532-8785



Doc#: 1025204055 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/09/2010 11:31 AM Pg: 1 of 6

The property identified as: **FIN:** 24-11-120-057-0000

**Address:**

**Street:** 9704 South Ridgeway Ave

**Street line 2:**

**City:** Evergreen park

**State:** IL

**ZIP Code:** 60805

**Lender:** US Bank

**Borrower:** Susan M O'Donovan Living Trust dated 3-4-99

**Loan / Mortgage Amount:** \$100,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 35E650C3-CD93-4708-AE0C-C890FE9F8B02

**Execution date:** 07/22/2010

S  
P  
S  
SC  
INT

**UNOFFICIAL COPY****RECORDATION REQUESTED BY:**

U.S. Bank National  
Association  
Chicago The Private Client  
Reserve  
209 S LaSalle St. 2nd Fl  
Chicago, IL 60604

**WHEN RECORDED MAIL TO:**

US Recordings  
2925 Country Drive Ste 201  
St. Paul, MN 55117

70540255

**FOR RECORDER'S USE ONLY****This Modification of Mortgage prepared by:**

Kristine Knight  
U.S. Bank National Association  
209 S LaSalle St. 2nd Fl  
Chicago, IL 60604

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated July 22, 2010, is made and executed between Susan M O'Donovan, not personally but as Trustee on behalf of Susan M O'Donovan Living Trust dated March 4, 1999 as amended and/or restated, whose address is 9704 South Ridgeway Avenue, Evergreen Park, IL 60805-2954 (referred to below as "Grantor") and U.S. Bank National Association, whose address is 209 S LaSalle St. 2nd Fl, Chicago, IL 60604 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 22, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the County Recorder of Deeds  
County of Recording: Cook County, Illinois  
Date of Recording: July 18, 2005  
Document No. 0519906078.

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

LOT 2 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 3 IN BLOCK 12 IN A.G. BRIGGS AND COMPANY'S CRAWFORD GARDENS THIRD ADDITION BEING A SUBDIVISION OF THE NORTH 60 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1926 AS DOCUMENT 9476972, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9704 South Ridgeway Avenue, Evergreen Park, IL 60805-2954. The Real Property tax identification number is 24-11-120-057-0000.

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

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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Extension of the maturity date of the Indebtedness secured by the Mortgage.  
 Addition of new Indebtedness secured by the Mortgage.  
 An increase in the rate at which interest will accrue on the Indebtedness secured by the Mortgage.

To evidence the modification(s) described above, the following references in the Mortgage definition of "Credit Agreement" are amended to read as follows:

Date of Credit Agreement: July 22, 2010

Principal Amount of Credit Agreement: \$100,000.00

Maturity Date: July 25, 2030

The Index currently is 3.25% per annum and the margin added to the Index is plus .75%.

The Credit Agreement described above has been executed and delivered in substitution for, and not in repayment of, the Credit Agreement as originally described in the Mortgage.

Parcel number now reads: 24 11 120 057 0000.

**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 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 22, 2010.**

**GRANTOR:**

**SUSAN M O'DONOVAN LIVING TRUST DATED MARCH 4, 1999 AS  
 AMENDED AND/OR RESTATED**



**Susan M. O'Donovan**, Trustee of Susan M O'Donovan Living  
 Trust dated March 4, 1999 as amended and/or restated

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

U.S. BANK NATIONAL ASSOCIATION

x *Kristine Knight*  
Authorized Signer:  
KRISTINE KNIGHT

### TRUST ACKNOWLEDGMENT

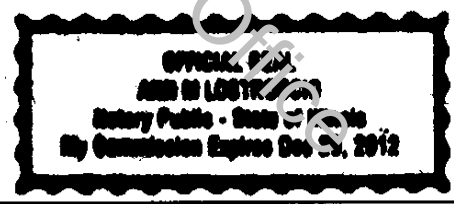
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 22nd day of July, 2010 before me, the undersigned Notary Public, personally appeared Susan M O'Donovan, Trustee of Susan M O'Donovan Living Trust dated March 4, 1999 as amended and/or restated, 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 *A. M. Orestero* Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 12/29/2012



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

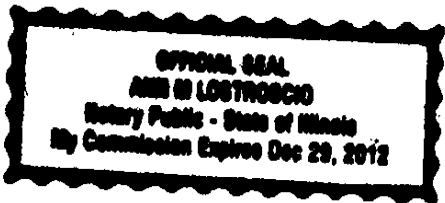
STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 22nd day of July, 2010 before me, the undersigned Notary Public, personally appeared Kristine Knight and known to me to be the Vice President, authorized agent for **U.S. Bank National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **U.S. Bank National Association**, duly authorized by **U.S. Bank National Association** 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 **U.S. Bank National Association**.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 12/29/2012



County Clerk's Office

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 2 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 3 IN BLOCK 12 IN A.G. BRIGGS AND COMPANY'S CRAWFORD GARDENS THIRD ADDITION BEING A SUBDIVISION OF THE NORTH 60 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1926 AS DOCUMENT 9476972, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 24-11-120-057-0000  
SUSAN M. O'DONOVAN, A SINGLE PERSON, HAVING NEVER BEEN MARRIED, SOLE TRUSTEE OF THE SUSAN M. O'DONOVAN LIVING TRUST DATED MARCH 4, 1999

9704 SOUTH RIDGEWAY AVENUE, EVERGREEN PARK IL 60805  
Loan Reference Number : 20101892320261  
First American Order No: 42318903  
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



+U01427723+

6604 8/5/2010 76540255/1