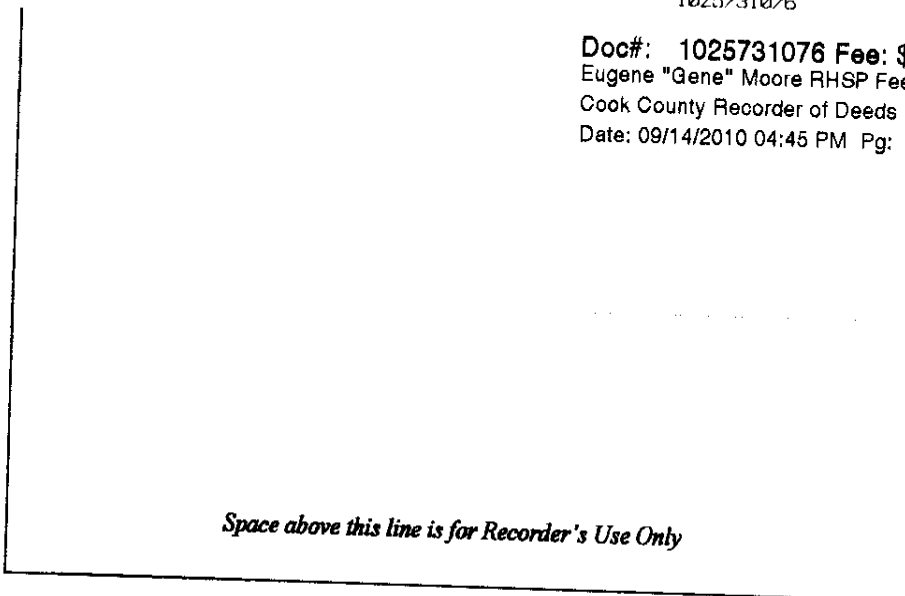




1025731076

Doc#: 1025731076 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/14/2010 04:45 PM Pg: 1 of 3



Space above this line is for Recorder's Use Only

Property

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated ~~July~~ ^{August 20} 2010, is made and executed between Roy T. Jenkinson, 62 Hibbard Road, Northfield, Illinois ("Grantor"), and JPMorgan Chase Bank, N.A., 10 S. Dearborn Street, Chicago, Illinois (referred to below as "Lender").

MORTGAGE. Grantor granted a mortgage dated May 15, 2008 encumbering the below-described property (the "Subject Property") recorded with the Recorder of Deeds of Cook County, Illinois on June 18, 2008 as document no. 0817055094 and re-recorded on June 4, 2009 as document no. 0915519002 (the "Mortgage").

Parcel 1:

The North 185.76 Feet of the East 283 Feet of Lot 3, in Schildgen's Subdivision of the Northeast 1/4 and the North 10 Chains of the Southeast 1/4 of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

That Part of Lot 2 in Schildgen's Subdivision of the Northeast 1/4 and the North 10 Chains of the Southeast 1/4 of Section 30, Township 42 North, Range 13 East of the Third Principal Meridian Being (Except Lots 13 and 20), a Resubdivision of a Subdivision by Henry Smith of the Land Described in the Caption of Said Schildgen's Subdivision and Recorded in the Recorder's Office of Cook County, Illinois, October 23, 1850 in Book 29, Page 54 as No. 27485 in Cook County, Illinois Described as Follows:

Beginning at a Point in the East Line of the Northeast 1/4 of Section 30, 303.0 Feet South of the Northeast Corner Thereof; Thence South Along Said East Line 77.24 Feet to the South Line of Lot 2 in Said Schildgen's Subdivision; Thence West Along the South Line of Lot 2, 283.0 Feet; Thence North Parallel with the East Line of the Northeast 1/4 of Said Section 30, 77.12 Feet More or Less to a Point 303.0 Feet South of the North Line of the Northeast 1/4 of Said Section 30 and Thence East 283.0 Feet to the Place of Beginning

Parcel 3:

That Part of Lots 1 and 2 in Schildgen's Subdivision Located in the Northeast 1/4 of Section 30, Township 42 North, Range 13 East of the Third Principal Meridian, Described as Follows:

Commencing at the Intersection of the Center Line of Winnetka Avenue and the Center Line of Hibbard Road, Thence South 303 Feet Along the Center Line of Hibbard Road to a Point, Thence West 283 Feet Parallel with the Center Line of Winnetka Avenue and 303 Feet South of

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the Center Line of Hibbard Road to a Point in the Center Line of Said Winnetka Avenue 283 Feet West of the Center Line of Hibbard Road Thence East Along the Center Line of Winnetka Avenue 283 Feet to the Place of Beginning in Cook County, Illinois.

Common Address: 62 Hibbard Road, Northfield, Illinois

P/N: 05-30-201-011, 05-30-201-013 and 05-30-201-030

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

Description of Indebtedness. Pursuant to the Forbearance Agreement dated June 28, 2010 among and between Grantor and Lender (the "Forbearance Agreement"), the outstanding balance of the "Indebtedness" as such is defined therein as of June 14, 2010 is \$1,834,879.65. Interest on the unpaid balance of the "Indebtedness" accrues at the rate of 9% per annum. Grantor has agreed to deliver six (6) consecutive monthly payments to Lender in the amount of \$7,500 per month, commencing on July 1, 2010 and continuing on the 1st day of each month through and including December 1, 2010. Unless sooner paid, the outstanding balance of the "Indebtedness," all unpaid accrued interest and all reasonable attorneys' fees, costs and expenses incurred by Lender relating to the Note, Mortgage and Forbearance Agreement shall be paid in full on or before December 31, 2010 (the "Pay-Off Date"). Notwithstanding the foregoing, the Forbearance Agreement provides Grantor with four (4) options to extend the Pay-Off Date for a period of 60 days per option. If Grantor timely and properly exercises each option, the effective maturity date of the "Indebtedness" could extend to August 28, 2011.

CONTINUING VALIDITY. Grantor represents, covenants and agrees that the indebtedness evidenced and secured by the Mortgage remains due, owing and unsatisfied and that the Mortgage represents a valid lien encumbering the Subject Property. 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 any of the indebtedness, liabilities and obligations secured by this Mortgage, including, without limitation, any indebtedness, liabilities and obligations which are evidenced by or arise under any promissory note, other instrument or document of any type or description (all such promissory notes, other instruments or documents being collectively referred to herein as 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, 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.

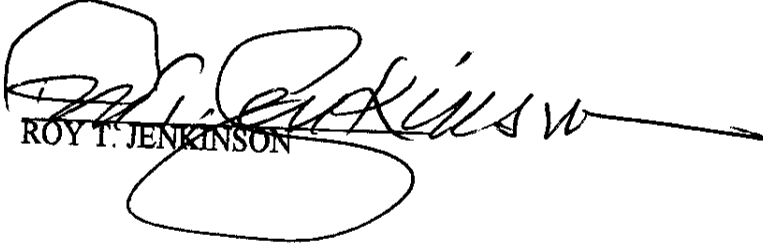
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED ~~SEP~~ 2010.

August 20,

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR:

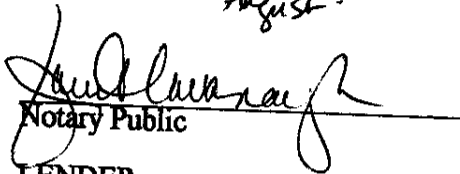

ROY T. JENKINSON

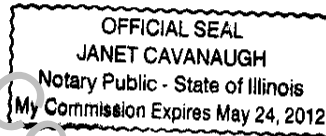
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roy T. Jenkinson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Subscribed and Sworn to before me
this 20 day of ~~July~~ ^{August}, 2010.


Notary Public



LENDER:

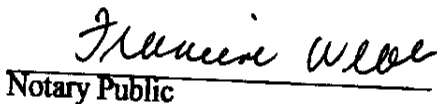

Michael Giterman, Vice President

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Michael Giterman, personally known to me to be a vice president of JPMorgan Chase Bank, N.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as a vice president, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of JPMorgan Chase Bank, N.A., for the uses and purposes therein set forth.

Subscribed and Sworn to before me
this 13th day of July, 2010.


Notary Public

