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Doc#: 1027929039 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/06/2010 12:37 PM Pg: 1 of 5

1 all

8343720

WHEN RECORDED MAIL TO:
CENTER BANK
NOTE CENTER
3435 Wilshire Blvd., # 700
Los Angeles, CA 90010

SEND TAX NOTICES TO:
CHICAGO TITLE AND TRUST
COMPANY, as Trustee under
Trust Agreement dated
February 15, 2005 and known
as Trust Number 1113799
181 WEST MADISON
STREET, 17TH FL.
CHICAGO, IL 60602

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
CENTER BANK
5520 NORTH LINCOLN AVENUE
CHICAGO, IL 60625

MODIFICATION OF MORTGAGE



000000000005151154074009282010

THIS MODIFICATION OF MORTGAGE dated September 28, 2010, is made and executed between CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 2005 AND KNOWN AS TRUST NUMBER 1113799 (referred to below as "Grantor") and CENTER BANK, whose address is 5520 NORTH LINCOLN AVENUE, CHICAGO, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 30, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

1ST MORTGAGE DATED JUNE 28, 2006 AND RECORDED ON JULY 5, 2006 IN THE OFFICIAL RECORDS OF COOK COUNTY AS INSTRUMENT NO. 0618626051.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6310 -6330 WEST TOUHY AVENUE, NILES, IL

F1 14W

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5151154

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60714. The Real Property tax identification number is 10-29-302-025-0000, 10-29-302-037-0000.

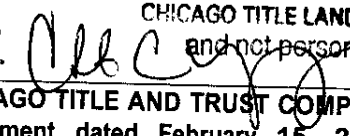
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE MORTGAGE SECURES THE INDEBTEDNESS AS MODIFIED BY THAT CERTAIN CHANGE IN TERMS AGREEMENT DATED SEPTEMBER 28, 2010 BETWEEN LENDER AND BORROWER.

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.

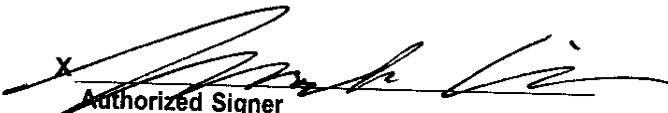
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 28, 2010.

GRANTOR:

x By:  **CHICAGO TITLE LAND TRUST COMPANY**
and not personally **Christine C. Young** Trust Officer
CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated February 15, 2005 and known as Trust Number 1113799, Trustee of **CHICAGO TITLE AND TRUST COMPANY**, as Trustee under Trust Agreement dated February 15, 2005 and known as Trust Number 1113799 under the provisions of a Trust Agreement

LENDER:

CENTER BANK

x 
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee which in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intent of releasing said Trustee personally but are made and intended for the purpose of binding only that portion of the Trustee specifically described herein, and this instrument is executed and delivered by said Trustee not in its own name or liability in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land owner, on account of this instrument or on account of any warranty, indemnity representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5151154

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

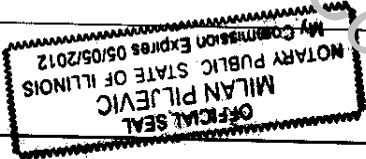
COUNTY OF COOK)
)

On this 17th day of OCTOBER, 2010 before me, the undersigned Notary Public, personally appeared **CHICAGO TITLE AND TRUST COMPANY**, as Trustee under Trust Agreement dated February 15, 2005 and known as Trust Number 1113799, Cristina C. Young of **CHICAGO TITLE AND TRUST COMPANY**, as Trustee under Trust Agreement dated February 15, 2005 and known as Trust Number 1113799, 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 [Signature]
Notary Public in and for the State of ILLINOIS

Residing at CHICAGO TITLE AND TRUST COMPANY
171 NORTH CLARK STREET, SUITE 575
CHICAGO, ILLINOIS 60601

My commission expires _____



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5151154

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LENDER ACKNOWLEDGMENT

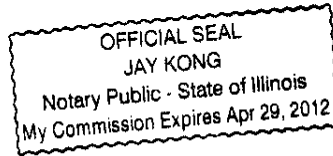
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 4th day of October, 2010 before me, the undersigned Notary Public, personally appeared Mark Kim and known to me to be the AVP & Loan Officer, authorized agent for **CENTER BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CENTER BANK**, duly authorized by **CENTER BANK** 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 **CENTER BANK**.

By [Signature] Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 4/29/10



Cook County Clerk's Office

09/10/2009 10:15 FAX
11/15/2008 10:54 FAX 312 223 2802**UNOFFICIAL COPY**

CHICAGO TITLE

004/007

005

CHICAGO TITLE INSURANCE COMPANY
LOAN POLICY (1992)
SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008343720 F1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST 583.33 FEET OF THAT PART OF WEST 1/2 OF SOUTHWEST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID SECTION, WHICH IS 705.50 FEET NORTH OF SOUTHWEST CORNER THEREOF, TO A POINT IN THE EAST LINE OF WEST 1/2 OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 29, WHICH IS 256.57 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE WITH NORTHWESTERLY LINE OF VICTORIA POTHIER'S RESERVE IN SECTION, TOWNSHIP AND RANGE AFORESAID, SAID PREMISES ALSO DESCRIBED AS THE WEST 583.33 FEET OF LOT 9 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT 8 IN ASSESSOR'S DIVISION OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1855 IN BOOK 85 OF MAPS, PAGE 147 DESCRIBED AS COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 8; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 8, 60 FEET; THENCE NORTHERLY TO THE CENTER OF GROSS POINT ROAD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF GROSS POINT ROAD, TO THE WEST LINE OF SAID LOT 8; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 8 TO THE PLACE OF BEGINNING, BEING FURTHER DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 29 WHICH IS 705.50 FEET NORTH OF THE SOUTH WEST

CORNER OF SAID SECTION 29, AND RUNNING THENCE EAST FOR A DISTANCE OF 60 FEET ON A LINE WHICH EXTENDED, INTERSECTS THE EAST LINE OF THE SAID WEST HALF AT A POINT WHICH IS 256.57 FEET NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE OF THE WEST HALF WITH THE NORTHWESTERLY LINE OF VICTORIA POTHIER'S RESERVE IN THE TOWNSHIP AND RANGE AFORESAID, SAID FIRST DESCRIBED LINE BEING KNOWN AS DIVISION LINE BETWEEN LOTS 8 AND 9 IN ASSESSOR'S DIVISION, SAID LINE BEING MADE BY AGREEMENT BETWEEN CHARLES SCHROEDER, OWNER OF SAID LOT 8, AND ROBERT A. ILC, OWNER OF SAID LOT 9 IN THE ASSESSOR'S DIVISION AFORESAID ON THE 17TH DAY OF MAY, 1918, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 13, 1918 IN BOOK OF PLATS 155 ON PAGE 2 AS DOCUMENT NUMBER 6341345; THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID SECTION 29, TO THE POINT OF INTERSECTION OF SAID LINE WITH THE CENTER LINE OF GROSS POINT ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF SAID SECTION 29; THENCE SOUTH ON SAID WEST LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

LFOLA292

JH4

11/15/06

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