



1036254001

Doc#: 1036254001 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2010 10:34 AM Pg: 1 of 3

LOAN MODIFICATION

THIS LOAN MODIFICATION is made as of this 23 day of December, 2010
[DATE]

between RODNEY W. OSBORNE AND SUSAN E. OSBORNE, husband and wife,
both currently of 4001 Ellington Avenue
Western Springs, Illinois 60558,
[MORTGAGOR(S)/BORROWER(S)]

to modify the terms of that certain Promissory Demand Note dated February 26, 2010 and recorded with the Cook County Recorder of Deeds on March 5, 2010 as Document #1006448004,

The Mortgagors/Borrowers for and in consideration of such sums as are outlined in that certain First Loan Modification to Promissory Demand Note dated December 15, 2010 in hand paid, CONVEY(S) AND WARRANT(S) to EKROTH & OSBORNE, LTD., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, currently of 15 Salt Creek Lane, Ste. 122, Hinsdale, IL 60521 and ROBERT R. EKROTH, individually, a married man, currently of 4730 Woodland Avenue, Western Springs, Illinois 60558
[MORTGAGEE(S)/LENDER(S)]

(hereinafter referred to as the Mortgagees), for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

[COUNTY OF PREMISES]

LEGAL DESCRIPTION(S) ATTACHED AS EXHIBIT "A" HERETO.

Permanent Real Estate Index Number(s): 18-05-112-001-0000

FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 4001 Ellington Avenue, Western Springs, Illinois 60558

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

This conveyance is, for the purpose of securing performance of the covenants and agreements contained in that certain First Modification to Promissory Demand Note dated as of this date.

Whereas, The Mortgagor justly indebted upon principal promissory note bearing even date herewith, payable to Mortgagees; The Mortgagor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the due date in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagees herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustees until the indebtedness is fully paid; (6) to pay all prior mortgages and encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior mortgages and encumbrances or the interest thereon when due, the Mortgagees or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

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IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof--including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagees or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

WHEN all the aforesaid covenants and agreements are performed, the Mortgagees shall release said premises to the party entitled, on receiving Mortgagees' reasonable charges.

Witness the hands and seals of the Mortgagors this 23rd day of December, 2010.

Rodney W. Osborne (SEAL)
RODNEY W. OSBORNE, Mortgagor

Susan E. Osborne (SEAL)
SUSAN E. OSBORNE, Mortgagor

STATE OF Cook Illinois)
COUNTY OF Cook) SS.

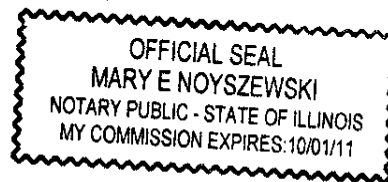
I, Mary E. Nowszewski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rodney W. Osborne and Susan E. Osborne

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 23rd day of December, 2010.

Mary E. Nowszewski
Notary Public
My Commission Expires 10/01/2011

THIS INSTRUMENT PREPARED BY AND
MAIL RECORDED INSTRUMENT TO:
Robert R. Ekroth, Esq.
EKROTH & OSBORNE, LTD.
15 Salt Creek Lane, Suite 122
Hinsdale, Illinois 60521



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Exhibit "A"

The real property commonly known as **4001 Ellington Avenue, Western Springs, IL 60558** is legally described as follows:

LOT 14 (EXCEPT THE SOUTH 40 FEET) IN BLOCK 9 IN FIELD PARK, A SUBDIVISION OF THE PART OF THE WEST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 18-05-112-001-0000

Property of Cook County Clerk's Office