

# UNOFFICIAL COPY

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Devon Bank  
6445 N. Western Ave.  
Chicago IL 60645

SEND TAX NOTICES TO:  
Terrence Lyons  
7760 North Sheridan Road  
Chicago, IL

PREPARED BY:  
Devon Bank  
6445 N. Western Ave.  
Chicago IL 60645



Doc#: 1101933149 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/19/2011 11:38 AM Pg: 1 of 5

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 1, 2010, is made between Devon Bank, not Personally, but as Trustee Under Trust Agreement Dated October 1, 2003 and known as Trust Number 6900, (referred to below as "Grantor" or Mortgagor") and Devon Bank (referred to below as "Lender" or "Mortgagee").

**MORTGAGE.** Mortgagor and Mortgagee have entered into a Mortgage dated October 1, 2003 (the "Mortgage") which has been recorded in ~~Lake~~ <sup>Cook</sup> County, State of Illinois, as follows:

Mortgage recorded December 8, 2003 as Document #0334211057 in the Office of the Recorder of Deeds of ~~Lake~~ <sup>Cook</sup> County, Illinois.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in ~~Lake~~ <sup>Cook</sup> County, State of Illinois:

SEE ATTACHED COPY OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

The real property or its address is commonly known as 7760 North Sheridan Road. The Real Property tax identification number is 11-29-101-021-0000 & 11-29-101-029-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as described in Cross Collateralization/Cross Default paragraph stated herein:

### CROSS COLLATERALIZATION/CROSS DEFAULT:

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of the following indebtedness executed by: (i) Devon Bank Trust #6592 u/t/a dated 3-13-2000, (ii) Devon Bank Trust #7216 u/t/a dated 1-4-2007, (iii) Devon Bank #7050 u/t/a dated 4-20-2005, (iv) Devon Bank Trust #7079 u/t/a dated 11-1-2010, (v) Devon Bank Trust No. 6614 u/t/a dated 8-8-2000 and (vi) Promissory Note in the original principal amount of \$582,750.00 executed by Terrence Lyons, to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or

5

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jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.


An Event of Default under the Promissory Note described in the section entitled Note in the original Mortgage, shall be considered an Event of Default under the Promissory Notes described above.

**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 Mortgagor to this Modification does not waive Mortgagor's right to require strict performance of the Mortgage as changed above nor obligate Mortgagor 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 Mortgagor to retain as liable all parties to the Mortgage and all parties, makers, endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgagor in writing. Any maker, 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 Seller 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.

**MORTGAGEE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND MORTGAGEE AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED December 1, 2010.**

GRANTOR:

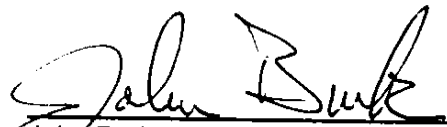
Devon Bank, not personally but as Trustee under Trust Agreement dated October 1, 2003  
And known as Trust No. 6900

  
Authorized Officer of Devon Bank

Attest: I, \_\_\_\_\_, County Clerk of Devon County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County Clerk's Office.

LENDER:

DEVON BANK

  
John Burk  
Vice President  
Commercial Lending

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

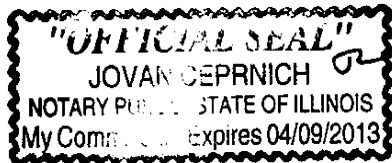
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STATE OF ILLINOIS }  
COUNTY OF COOK } SS

**CHRISTINA M. SIMIOSKI**  
**LAND TRUST OFFICER**

On this 5<sup>th</sup> day of ~~December, 2010~~ <sup>January, 2011</sup>, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me to be the same persons whose names subscribed to the foregoing instrument, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

  
NOTARY PUBLIC

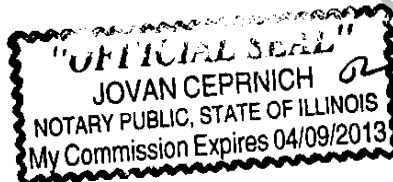


STATE OF ILLINOIS }  
COUNTY OF COOK } SS

On this 5<sup>th</sup> day of ~~December, 2010~~ <sup>January, 2011</sup>, before me, the undersigned Notary Public, personally appeared

John Burk and known to me to be the authorized representative for Devon Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Devon Bank, duly authorized by Devon 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 Devon Bank.

  
NOTARY PUBLIC



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## **EXCULPATORY RIDER**

**This instrument is executed by DEVON BANK, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by DEVON BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against DEVON BANK by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.**

**It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that DEVON BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.**

**In the event of any conflict between the provision of this exculpatory rider and the provisions of the document of which it is attached, the provisions of this rider shall govern.**

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LEGAL DESCRIPTION MADE PART OF THAT CERTAIN MORTGAGE BY DEVON BANK TO TERENCE LYONS DATED OCTOBER 1, 2003.

PCL 1: UNIT 28 AND TANDEM 3 IN THE LAKEVIEW POINTE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOTS 1 TO 7 INCLUSIVE (EXCEPT THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.6 FEET OF THE NORTH WEST CORNER THEREOF; THENCE WEST TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH OF THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING) IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOTS 44 TO 46 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON, ALSO OF LOTS 1, 2 (EXCEPT THE WEST 20 FEET OF SAID LOT 2) IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON ALSO THE VACATED PART OF SHERIDAN ROAD DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE SOUTH WEST CORNER OF LOT 44 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44 TO THE NORTH WEST CORNER THEREOF; THENCE WEST IN A STRAIGHT LINE TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING ALL IN THE NORTH WEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 7 IN FERGUSON BIRCH PARK ADDITION TO EVANSTON DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTHERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE WEST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3: ALL THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY, LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 7, BOTH INCLUSIVE, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, AFORESAID, WHICH LIES WEST OF THE WEST LINE OF N. SHERIDAN ROAD EXTENDED NORTH AND EAST OF THE WEST LINE OF LOT 7, EXTENDED NORTH, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0030097477, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.