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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
WESTMONT
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 1102450028 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2011 02:02 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 5003
Gurnee, IL 60031-2502

154025205 #1401

15400 #1543

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

The Chicago Trust Company Succ TTEE t

THIS MODIFICATION OF MORTGAGE dated December 22, 2010, is made and executed between WAYNE HUMMER TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE U/T/A DATED NOVEMBER 30, 2000 AND KNOWN AS TRUST #00-049, whose address is 1000 HILLGROVE AVENUE, WESTER SPRINGS, IL 605581419 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 21, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED MAY 19, 2010 AS DOCUMENT# 1013933099 IN COOK COUNTY, IL.

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN STEINBACH'S ADDITION TO WEST GROSSDALE, BEING A SUBDIVISION OF THE NORTH 1096.5 FEET OF THE WEST 333.4 FEET OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9545 WEST OGDEN AVENUE, BROOKFIELD, IL 605131851. The Real Property tax identification number is 18-03-113-001-0000, 18-03-113-002-0000, 18-03-113-003-0000, 18-03-113-004-0000, 18-03-113-005-0000, 18-03-113-006-0000, 18-03-113-007-0000, 18-03-113-008-0000, 18-03-113-009-0000 AND 18-03-113-010-0000.

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

To delete the paragraph entitled "Maximum Lien" therein its entirety and insert in lieu thereof the following: "Maximum Lien". At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$861,000.00."

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 61461

Page 2

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 endorser 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 DECEMBER 22, 2010.

GRANTOR:

The Chicago Trust Company Successor Trustee to
WAYNE HUMMER TRUST COMPANY, NOT PERSONALLY BUT AS
SUCCESSOR TRUSTEE U/T/A DATED NOVEMBER 30, 2000 AND KNOWN
AS TRUST #00-049

By:



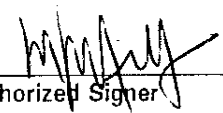
*WAYNE HUMMER TRUST COMPANY, Trustee of WAYNE
HUMMER TRUST COMPANY, NOT PERSONALLY BUT AS
SUCCESSOR TRUSTEE U/T/A DATED NOVEMBER 30, 2000
AND KNOWN AS TRUST #00-049

* The Chicago Trust Company
Successor Trustee to ..

LENDER:

FIRST MIDWEST BANK

X



Authorized Signer

RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 61461

Page 3

TRUST ACKNOWLEDGMENT

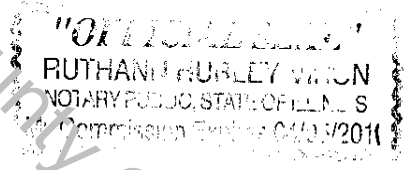
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 12th day of January, 2011, before me, the undersigned Notary Public, personally appeared **WAYNE HUMMER TRUST COMPANY**, Trustee of **WAYNE HUMMER TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE U/T/A DATED NOVEMBER 30, 2000 AND KNOWN AS TRUST #00-049**, 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 *Ruthanne Hurley Wilson* Residing at 1000 Hillgrove Avenue

Notary Public in and for the State of Illinois

My commission expires 04-05-2011



*The Chicago Trust Company Successor
 Trustee to...

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 61461

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DePage) SS
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On this 12TH day of January, 2011 before me, the undersigned Notary Public, personally appeared Michael J. Milligan and known to me to be the SVP, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Lorraine M. Pintozzi Residing at Duwers Grove

Notary Public in and for the State of Illinois

My commission expires 09-28-14



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MORTGAGE MODIFICATION EXONERATION RIDER

This Mortgage is executed by **THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A.** not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A.** hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A.** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and **THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A.** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

THE CHICAGO TRUST COMPANY,
SUCCESSOR TRUSTEE TO WAYNE
HUMMER TRUST COMPANY
N.A. as Trustee under Trust
Agreement dated 11/30/2000 and known
As Trust No. 00-049

By: *Linda M. Howard*
Assistant Vice President