

Illinois Anti-Predatory Lending Database Program



Doc#: 1104046041 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/09/2011 01:04 PM Pg: 1 of 6

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 23-27-203-027-0000

Address:

Street: 8822 West 120th Place

Street line 2:

City: Palos Park

State: IL

ZIP Code: 60464

Lender: Archer Bank

Borrower: Chicago Title Land Trust Company as Trustee under Trust Agreement Dated April 12, 1979 and known as Trust Number 1074622

Loan / Mortgage Amount: \$2,974,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 17DD5CFF-B1ED-4500-A6E9-825B4FD30245

Execution date: 01/26/2011

Property of Cook County Clerk's Office

10-2106

6

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

Archer Bank
Main Branch
4970 S. Archer Avenue
Chicago, IL 60632

WHEN RECORDED MAIL TO:

Archer Bank
Main Branch
4970 S. Archer Avenue
Chicago, IL 60632

SEND TAX NOTICES TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by
Central Loan Documentation
C/O Northwest Community Bank
2701 Algonquin Road
Rolling Meadows, IL 60008

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 26, 2011, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company as Trustee under Trust Agreement dated April 12, 1979 and known as Trust Number 1074622 (referred to below as "Grantor") and Archer Bank, whose address is 4970 S. Archer Avenue, Chicago, IL 60632 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 18, 2008 (the "Mortgage") which has been recorded in Cook County County, State of Illinois, as follows:

Mortgage recorded on May 9, 2008 at the Cook County Recorders Office as Document No. 0813046024.

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

LOT 3 IN PARK ACRES A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8822 West 120th Place, Palos Park, IL 60464. The Real Property tax identification number is 23-27-203-027-0000.

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

The new principal amount of the note is **\$2,974,000.00**.

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

10-2156

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MODIFICATION OF MORTGAGE (Continued)

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 endorers 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.

SUBORDINATE FINANCING. The Borrower will not be allowed to place any other mortgage, lien, or encumbrance on the subject property without the Bank's prior approval.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 26, 2011.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 12, 1979 AND KNOWN AS TRUST NUMBER 1074622

SEE ATTACHED EXHIBIT DRY
CLASSIFIED SIGNATURE

By: _____
Authorized Signer for Chicago Title Land Trust Company as Trustee under Trust Agreement dated April 12, 1979 and known as Trust Number 1074622

LENDER:

ARCHER BANK

X _____
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ of Chicago Title Land Trust Company as Trustee under Trust Agreement dated April 12, 1979 and known as Trust Number 1074622, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

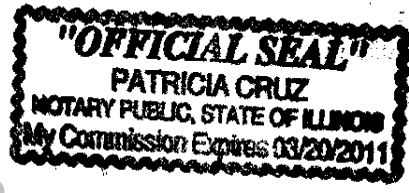
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 25th day of January, 2011 before me, the undersigned Notary Public, personally appeared Jamie L. Ankurs and known to me to be the Loan Officer, authorized agent for Archer Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Archer Bank, duly authorized by Archer 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 Archer Bank.

By Patricia Cruz Residing at 4970 S. Archer Ave, Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 3/20/2011



Cook County Clerk's Office

UNOFFICIAL COPY

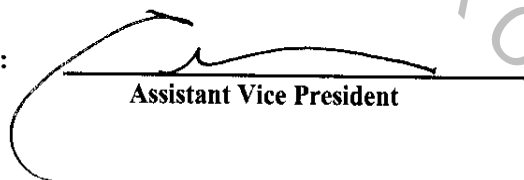
EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1074622 DATED APRIL 12, 1979 ATTACHED TO AND MADE A PART OF THAT MORTGAGE MODIFICATION DATED JANUARY 26, 2011 WITH ARCHER BANK.

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 while 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 intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely 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 CHICAGO TITLE LAND TRUST COMPANY, 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.

Date: January 27, 2011

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

By:

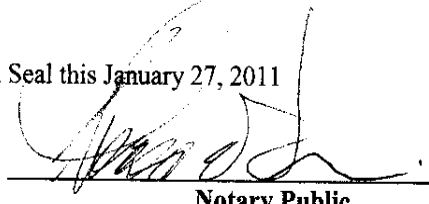

Assistant Vice President

State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this January 27, 2011



Notary Public

