

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Park Federal Savings Bank  
55th Street Office  
2740 West 55th Street  
Chicago, IL 60632



Doc#: 1109722047 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/07/2011 10:13 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Park Federal Savings Bank  
55th Street Office  
2740 West 55th Street  
Chicago, IL 60632

FOR RECORDER'S USE ONLY



Property of Cook County Recorder's Office

**This Modification of Mortgage prepared by:**

Mary March, Loan Administrator  
Park Federal Savings Bank  
2740 West 55th Street  
Chicago, IL 60632

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 14, 2011, is made and executed between Trust Number 8-8986, dated July 3, 1990, held by Suburban Bank & Trust Co., As Successor Trustee to St. Paul Trust Company as Successor Trustee to Beverly Trust Company, whose address is 10312 South Cicero Avenue, Oak Lawn, IL 60453 (referred to below as "Grantor") and Park Federal Savings Bank, whose address is 2740 West 55th Street, Chicago, IL 60632 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 3, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 11, 2006 in the Cook County Recorder's Office as Document Number 0601135480.

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

LOT 1 IN BLOCK 7 INWOODS NORMAN PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (EXCEPT RAILROAD) IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7400-02 South Union Avenue, Chicago, IL 60621. The Real Property tax identification number is 20-28-119-013-0000.

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

Your loan Maturity Date will be amended to the following: The remaining principal balance and interest will be due and payable December 1, 2015. To amend the interest rate floor on the Commercial Line of Credit Agreement from Eight Percent (8.00%) per annum, to Six and One Half Percent (6.500%) per annum. Payments will remain as monthly payments of accrued unpaid Interest continuing April 1, 2011. All other terms and conditions of the original Note and Mortgage remain the same.

**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

S ✓  
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S ✓  
M ✓  
SO ✓  
E ✓  
INT ✓

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0322015906

Page 2

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.

**RELEASE DEED RECORDING FEE.** Upon loan payoff, a fee to record the Release Deed Document will be included in the final amount due. The amount collected will correspond with the amount charged by the applicable County Recorder's Office at the time of payoff.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 14, 2011.**

GRANTOR:

TRUST NUMBER 8-8986, DATED JULY 3, 1990, HELD BY SUBURBAN BANK & TRUST CO., AS SUCCESSOR TRUSTEE TO ST. PAUL TRUST COMPANY AS SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY

SUBURBAN BANK & TRUST CO. , not personally but as Trustee under that certain trust agreement dated 07-03-1990 and known as Trust Number 8-8986, dated July 3, 1990, held by Suburban Bank & Trust Co. As Successor Trustee to St. Paul Trust Company as Successor Trustee to Beverly Trust Company .

By: *[Signature]*, Trust Officer of Suburban Bank & Trust Co.

By: \_\_\_\_\_, Trust Officer of Suburban Bank & Trust Co.

LENDER:

PARK FEDERAL SAVINGS BANK

X *[Signature]*  
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made by the Trustee in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0322015906

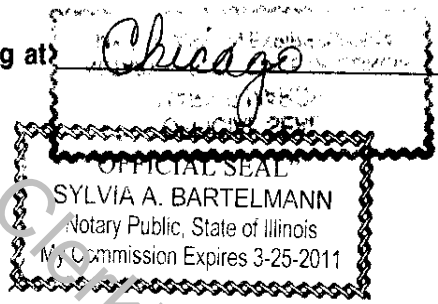
Page 3

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 22nd day of March, 2011 before me, the undersigned Notary Public, personally appeared KAREN M. FINN, Trust Officer of Suburban Bank & Trust Co., Trustee of Trust Number 8-8986, dated July 3, 1990, held by Suburban Bank & Trust Co., As Successor Trustee to St. Paul Trust Company as Successor Trustee to Beverly Trust Company and Trust Officer of Suburban Bank & Trust Co., Trustee of Trust Number 8-8986, dated July 3, 1990, held by Suburban Bank & Trust Co., As Successor Trustee to St. Paul Trust Company as Successor Trustee to Beverly Trust Company, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Sylvia A. Bartelmann Residing at Chicago  
 Notary Public in and for the State of Illinois  
 My commission expires 3-25-11



PROPERTY OF CLERK'S Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0322015906

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 14~~th~~ day of March, 2011 before me, the undersigned Notary Public, personally appeared RICHARD J REMISAS JR and known to me to be the PRESIDENT, authorized agent for **Park Federal Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Park Federal Savings Bank**, duly authorized by **Park Federal Savings 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 **Park Federal Savings Bank**.

By Mary E March Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12-5-14

