

# UNOFFICIAL COPY



**WHEN RECORDED MAIL TO:**

Inland Bank and Trust  
Attn: Loan Administration  
Dept.  
2805 Butterfield Road, STE  
200  
Oak Brook, IL 60523

Doc#: 1111508319 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/25/2011 02:31 PM Pg: 1 of 4

Doc#: Fee: \$8.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/25/2011 02:31 PM Pg: 0

**FOR RECORDER'S USE ONLY**

*H25246083*

This Modification of Mortgage prepared by:

Tina McGarry, Loan Administration  
Inland Bank and Trust  
2805 Butterfield Road, Suite 200  
Oak Brook, IL 60523

*CTIC-HE*

*4*  
*4 extra*

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 27, 2011, is made and executed between James Mansfield Sr., whose address is 4 Navajo Court, Burr Ridge, IL 60527 and Bernadine P. Mansfield, whose address is 4 Navajo Court, Burr Ridge, IL 60527; his wife, as joint tenants (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 1, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 20, 2006 as Document Number 0632447124 and modified by Modification of Mortgage dated September 1, 2007 and recorded as Document Number 0726347522 and modified by Modification of Mortgage dated November 1, 2007 recorded as Document Number 0734157146 and modified by Modification of Mortgage dated November 1, 2008 recorded as Document Number 0902157035 and modified by Modification of Mortgage dated November 1, 2009 and recorded December 29, 2009 in the Cook County Recorder's Office as Document Number 0936347084.

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

LOT 25 IN FINAL SUBDIVISION PLAT, ARROWHEAD FARM, BEING A SUBDIVISION OF ALL THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, 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 4 Navajo Court, Burr Ridge, IL 60527. The Real Property tax identification number is 18-31-305-004.

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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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The paragraph entitled "Note" within the "Mortgage" shall be hereby deleted in its entirety and replaced with the following:

The word "Note" means the promissory note dated January 27, 2011, in the original principal amount of \$861,321.92 from Grantor to Lender, which is a renewal and consolidation of the following promissory notes:


Note 1. Promissory note dated November 1, 2009, in the original principal amount of \$1,066,474.90 from Grantor to Lender, which is a renewal of a certain promissory note dated November 1, 2008 in the original principal amount of \$1,186,535.63 from Grantor to Lender, which is a renewal of a certain promissory note dated September 1, 2007 in the original principal amount of \$1,440,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated November 1, 2007 in the original principal amount of \$1,298,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated November 1, 2006 in the original principal amount of \$1,428,925.87 from Grantor to Lender, which is a renewal of a certain promissory note dated January 1, 2006 in the original principal amount of \$1,500,000.00 from Grantor to Lender, and

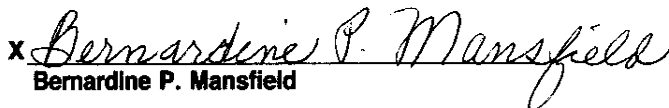
Note 2. Promissory note dated November 1, 2009, in the original principal amount of \$300,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated November 1, 2008 in the original principal amount of \$300,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated November 1, 2007 in the original principal amount of \$300,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated January 1, 2006 in the original principal amount of \$300,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**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 remain 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.

**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 27, 2011.**

**GRANTOR:**

x   
James Mansfield Sr.

x   
Bernardine P. Mansfield

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

INLAND BANK AND TRUST

x *Bernardine Mansfield*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

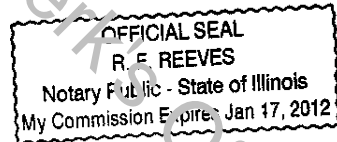
On this day before me, the undersigned Notary Public, personally appeared **James Mansfield Sr. and Bernardine P. Mansfield, his wife, as joint tenants**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of MARCH, 2011.

By *R. E. Reeves* Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 30th day of March, before me, the undersigned Notary Public, personally appeared Herald Eberhardt and known to me to be the V.P., authorized agent for Inland Bank and Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Inland Bank and Trust, duly authorized by Inland Bank and Trust 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 Inland Bank and Trust.

By Lisa M Kramer Residing at 2305 Butterfield Rd.

Notary Public in and for the State of Illinois

My commission expires 11/21/2014



Cook County Clerk's Office