

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Inland Bank and Trust  
2805 Butterfield Road, Suite  
200  
Oak Brook, IL 60523



**WHEN RECORDED MAIL TO:**

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

Doc#: 1112308202 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/03/2011 03:14 PM Pg: 1 of 5

FOR RECORDER'S USE ONLY

H25249147

This Modification of Mortgage prepared by:  
Tina McGarry, Loan Administration  
Inland Bank and Trust  
2805 Butterfield Road - Suite 200  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2011, is made and executed between Bridgeview Bank Group, not personally but as Trustee on behalf of Bridgeview Bank Group Trust Number 1-3108, whose address is 7940 S. Harlem Avenue, Bridgeview, IL 60455 (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 July 30, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 17, 2009 in the Cook County Recorder's Office as Document Number: 0922957046.

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

**PARCEL 1:**

THE NORTH 120 FEET OF THE EAST 1/2 OF LOT 1 IN HARTZ'S HARLEM AVENUE CONSOLIDATION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE STREET AND EXCEPT THE RAILROAD) OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED JUNE 15, 1978 AS DOCUMENT NUMBER 24492945 AND AS CREATED BY DEED FROM UNION NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 446 TO PRISCILLA J. PEAND DATED JULY 27, 1978 AND RECORDED SEPTEMBER 7, 1978 AS DOCUMENT NO. 24616705 FOR INGRESS AND EGRESS, OVER AND ACROSS THE WEST 15 FEET OF THE EAST 147 FEET OF THE NORTH 71.50 FEET OF LOT 1 IN HARTZ'S HARLEM AVENUE CONSOLIDATION IN THE

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

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NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT STREET AND EXCEPT RAILROAD) OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THE WEST 23 FEET OF THE EAST 147 FEET (EXCEPT THE NORTH 71.50 FEET) OF SAID LOT 1, THE SOUTH 20.50 FEET OF THE NORTH 92 FEET OF THE EAST 124 FEET OF SAID LOT 1, THE EAST 44 FEET OF THE SOUTH 20 FEET OF THE NORTH 112 FEET OF SAID LOT 1, THE SOUTH 8 FEET OF THE NORTH 120 FEET OF THE EAST 104 FEET OF SAID LOT 1, THE WEST 20 FEET OF THE EAST 167 FEET OF SAID LOT 1 THE WEST 20 FEET OF THE EAST 124 FEET (EXCEPT THE NORTH 92 FEET) OF SAID LOT 1, THE SOUTH 20 FEET OF THE NORTH 112 FEET OF THE WEST 60 FEET OF THE EAST 104 FEET OF SAID LOT 1, THE WEST 10 FEET OF THE EAST 132 FEET OF THE NORTH 71.50 FEET OF SAID LOT 1 (EXCEPT THEREFROM THOSE PARTS FALLING IN PARCEL 1) IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 7740 S. Harlem Avenue, Bridgeview, IL 60455. The Real Property tax identification number is 18-25-424-010.

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

The definition of the "Note" as described in the "Mortgage" shall be hereby deleted and substituted by the following:

**Note.** The word "Note" means the promissory note dated February 15, 2011, in the original principal amount of \$645,981.94 from Grantor to Lender, which is a renewal of a certain promissory note dated July 30, 2009 in the original principal amount of \$625,000.00 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.

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO BRIDGEVIEW BANK, AS TRUSTEE UNDER TRUST NO. 1-3108 DATED MARCH 19, 2004 ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE DATED MARCH 18, 2011 WITH CHARTER ONE.**

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: March 18, 2011

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



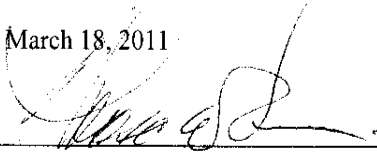
By:

  
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 March 18, 2011

  
Notary Public



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## MODIFICATION OF MORTGAGE

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 15, 2011.

GRANTOR:

BRIDGEVIEW BANK GROUP TRUST NUMBER 1-3108

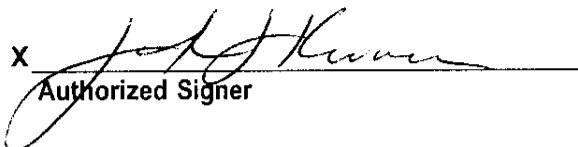
BRIDGEVIEW BANK GROUP, not personally but as Trustee under that certain trust agreement dated 03-19-2004 and known as Bridgeview Bank Group Trust Number 1-3108.

**SEE ATTACHED EXCULPATORY**

By: \_\_\_\_\_ **CLAUSE FOR SIGNATURE**  
\_\_\_\_\_, Authorized Signer of  
Bridgeview Bank Group

LENDER:

INLAND BANK AND TRUST

X   
\_\_\_\_\_  
Authorized Signer

Proprietary Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1702000

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### LENDER ACKNOWLEDGMENT

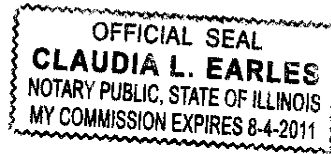
STATE OF Illinois )  
 ) SS  
 COUNTY OF De Page )

On this 15th day of February, 2011 before me, the undersigned Notary Public, personally appeared JOHN F. KOVACS 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 Claudia L. Earles Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires 8-4-11



Notary Public of Cook County Clerk's Office