

UNOFFICIAL COPY



1112529053

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Robert L. Pattullo Jr.
10 S. LaSalle Suite 3400
Chicago, Illinois 60603

Doc#: 1112529053 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/05/2011 03:20 PM Pg: 1 of 4

This space reserved for Recorder's use only

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Agreement") is made as of June 30, 2010, by and among NORTH STAR TRUST COMPANY, as successor trustee to PARK NATIONAL BANK, as successor to Heritage Pullman Bank and Trust Company, not personally but as Trustee under Trust Agreement No. 71-82102 dated July 10, 1987, ("Mortgagor") of, Illinois and U.S. Bank National Association, successor in interest to the FDIC, as Receiver for Park National Bank, its successors and assigns ("Lender").

RECITALS

A. Lender has heretofore made a loan ("Loan") to the Mortgagor ("Borrower") in the principal amount of \$245,676.14 pursuant to the terms and conditions of that certain agreement between Mortgagor and Lender (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated October 31, 2008, in the principal amount of the Loan made payable by Mortgagor to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage November 30, 2009 from Mortgagor to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on May 24, 2010, as Document No. 1014433177 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A thereto ("Property"), and (ii) certain other loan documents. (Collectively all such documents are referred to herein as the "Loan Documents")

C. The Loan has been modified from time to time and pursuant to said modifications the Mortgagor and beneficiaries of the Mortgage have agreed to continue to pledge the Property as security for their obligations under the Loan Documents.

D. Mortgagor now desires to amend the Mortgage in order to reflect that it is the intention of the Mortgagor and its beneficiaries that the obligations under the Loan Documents and in particular the Mortgage continue to be in full force and effect all as modified herein.

UNOFFICIAL COPY

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Mortgagor as set forth in the Settlement Agreement, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Mortgage is modified as follows:

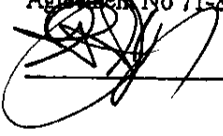
a. **Waiver of Rights of Redemption and Jury Trial.** Mortgagor and the beneficiaries thereof hereby waive the benefit of all appraisal, valuation, stay, extension, redemption and equity of redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Land or any part thereof or any interest therein, including any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, acquiring interest in or title to the Premises subsequent to the date of this Mortgage.

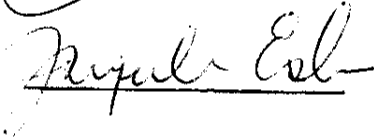
All parties to this Mortgage and any beneficiary of the Mortgagor waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

MORTGAGOR:

NORTH STAR TRUST COMPANY, as successor to PARK NATIONAL BANK, as successor to Heritage Pullman Bank and Trust Company, not personally but as Trustee under Trust Agreement No 71-82102 dated July 10, 1987,





This Document is signed by NORTH STAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 71-82102. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

UNOFFICIAL COPY

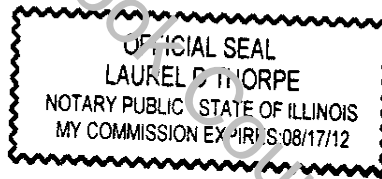
STATE OF ILLINOIS)
)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Gregory S. Kasprzyk and Jacqueline Esha are personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that they signed and delivered said instrument as their own free and
voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of February, 2011.

Laurel D Thorpe
Notary Public

My Commission Expires: _____



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

THE PROPERTY

LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19 IN BLOCK 14 IN SOUTH ENGLEWOOD, BEING A SUBDIVISION OF THAT PART OF SECTIONS 32 AND 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST AND SOUTHWEST OF HOLLAND SETTLEMENT ROAD, SOUTH OF VINCENNES ROAD AND EAST OF THE CENTERLINE OF THE CHICAGO AND ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

PIN: 20-33-315-001-0000, 20-33-315-002-0000, 20-33-315-003-0000, 20-33-315-004-0000,
20-33-315-005-0000, 20-33-315-006-0000, 20-33-315-007-0000, 20-33-315-008-0000,
20-33-315-009-0000

PROPERTY ADDRESS: 8623 S. VINCENNES, CHICAGO, IL.