



Doc#: 1113149059 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2011 03:03 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

Village Bank & Trust
234 West Northwest Highway
Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

K. Ganjani, Loan Admin
Village Bank & Trust
234 West Northwest Highway
Arlington Heights, IL 60004

MODIFICATION OF MORTGAGE

** as Successor Trustee to M.B. Financial successor to First National Bank of Morton Grove*
THIS MODIFICATION OF MORTGAGE dated April 28, 2011, is made and executed between North Star Trust Company, *as Trustee UTA #: 97000 dated January 10, 1997, whose address is 500 W. Madison St #3150, Chicago, IL 60661 (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 10, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated December 10, 2009 and recorded on January 21, 2010 as document number 1002122042 .

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

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 10 IN HARLEM PARK SUBDIVISION NUMBER 1, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 242 Waukegan Road, Glenview, IL 60025. The Real Property tax identification number is 10-07-311-037-0000 & 10-07-311-038-0000.

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

This mortgage secures the following described indebtedness:

Promissory Note to Lender dated April 28, 2011 in the amount of \$1,273,817.07 known as loan number 7354002-9001; and Promissory Note to Lender dated April 28, 2011 in the amount of \$991,067.38 known as loan number 7354002-9004;.

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

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

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Loan No: 7354002-9001

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.

LENDER'S RIGHT OF POSSESSION IN CASE OF DEFAULT. In addition to Lender's rights and remedies on default provided in section of the Mortgage titled "EVENTS OF DEFAULT, at any time after an Event of Default has occurred, the Grantor shall, upon demand of the Lender, surrender to the Lender possession of the Property. The Lender, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Property, together with all documents, books, records, papers and accounts relating thereto, and may exclude the Grantor and its employees, agents or servants therefrom, and the Lender may then hold, operate, manage and control the Property, either personally or by its agents. The Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues, and profits of the Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, the Lender shall have full power to: (a) cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Grantor to cancel the same; (b) elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Grantor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as the Lender deems are necessary; (e) insure and reinsure the Premises and all risks incidental to the Lender's possession, operation and management thereof; and (f) receive all of such avails, rents, issues and profits.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 28, 2011.

GRANTOR:

**NORTH STAR TRUST COMPANY, AS TRUSTEE UTA #: 97000 DATED
JANUARY 10, 1997**

**NORTH STAR TRUST COMPANY, not personally but as Trustee under that
certain trust agreement dated 01-10-1997 and known as North Star Trust
Company, as Trustee UTA #: 97000 dated January 10, 1997,**

By:

[Signature]
Authorized Signer for North Star Trust Company

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 97000. 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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7354002-9001

LENDER:

VILLAGE BANK & TRUST

X [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 3rd day of May, 2011 before me, the undersigned Notary Public, personally appeared **Laurel D. Thorpe Trust Officer** and **Maritza Castillo Trust Officer** of North Star Trust Company, Trustee of North Star Trust Company, as Trustee UTA #: 97000 dated January 10, 1997, 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 Silvia Medina Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7354002-9001

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

On this 28th day of April, 2011 before me, the undersigned Notary Public, personally appeared Charles Drost and known to me to be the A.V.P., authorized agent for **Village Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust**, duly authorized by **Village Bank & 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 **Village Bank & Trust**.

By [Signature]

Residing at Arlington Hts, IL

Notary Public in and for the State of Illinois

My commission expires 8/3/12



Cook County Clerk's Office

UNOFFICIAL COPY**WHEN RECORDED MAIL TO:**

VILLAGE BANK & TRUST
 234 West Northwest Highway
 Arlington Heights, Illinois 60004

RIDER TO MORTGAGE

THIS RIDER TO MORTGAGE (this "Rider") dated as of April 28, 2011 is made a part of that certain Mortgage dated as of December 10, 2009 and recorded on January 21, 2010 with the Cook County, Illinois Recorder of Deeds as Document No. 1002122042 (the "Mortgage") given by North Star Trust Company, as Trustee u/t/a #97000 ("Grantor") to Village Bank & Trust ("Lender").

Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Mortgage.

1. **DEFINITION OF "SWAP AGREEMENT" AND "SWAP AGREEMENTS"**

The following new definition is added to the "Definitions" section on pages 10 through 12 of the Mortgage:

"**Swap Agreements.** The word "Swap Agreement" means, individually, and the words "Swap Agreements" means, collectively, any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices."

2. **DEFINITION OF "INDEBTEDNESS"**

The definition of "Indebtedness" on Page 11 of the Mortgage is amended to read as follows:

"**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents (including, without limitation, any Swap Agreement), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations of expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage."

3. **DEFINITION OF "RELATED DOCUMENTS"**

The definition of "Related Documents" on Page 12 of the Mortgage is amended to read as follows:

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“Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Swap Agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.”

4. **CONFLICT**

In the event of a conflict or inconsistency between the provisions contained in the Mortgage and this Rider, the provisions of this Rider shall prevail.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, this Rider has been executed and delivered on the date first set forth above.

GRANTOR:

**NORTH STAR TRUST COMPANY, not personally,
but as Trustee under that certain Trust Agreement
dated January 10, 1997 and known as Trust No. 97000**

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 97000. 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 out of the trust property which may be held hereunder. Said Trustee shall not be personally liable for the performance or non-performance of these terms and conditions of this Document or for the liability or condition of the title of said property for any time hereafter with respect thereto. Any and all possible liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

By: *[Signature]*
Name: Laurel D. Thomas Malitza Castillo
Title: Authorized Signer Trust Officer

PROSTATE OF Cook County Clerk's Office

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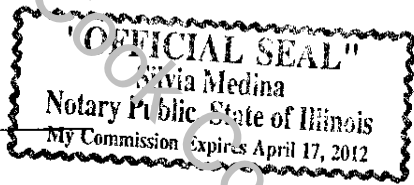
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Silvia Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ~~Laurel D. Thorne~~ **Maritza Castillo** of North Star Trust Company, personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such **Trust Officer**, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of May, 2011.

Silvia Medina
NOTARY PUBLIC

My Commission Expires:



[SEAL]