



Doc#: 1114034025 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/20/2011 11:19 AM Pg: 1 of 3

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 14th day of February, 2011, between Chicago Title Land Trust Company, Successor Trustee to LaSalle National Trust N.A., Trustee under Trust Agreement dated September 14, 2000, and known as Trust No. 126691 ("Borrower"), Ronald Root and Ioan Puscas, jointly and severally (the "Guarantor") and John McKernin and Mary McKernin, jointly, (the "Lender"), amends and supplements the Mortgage (the "Mortgage") dated January 10, 2006 and recorded in the office of the Cook County Recorder of Deeds on January 12, 2006 as Document No. 0601219128, and the Note, bearing the same date as, and secured by, the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property" and legally described as follows:

Lot 5 in Block 1 in Joseph Bickerdike's Third Subdivision in the Southwest ¼ of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-24-304-001-0000

Common Address: 3023-3025 W. Addison, Chicago, IL

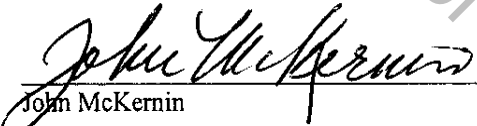
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Mortgage). Terms used herein shall have the same meaning as defined in the Mortgage and Note:

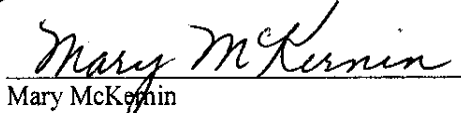
1. As of March 1, 2011, the amount payable under the Note and Mortgage is \$540,808.25 consisting of the unpaid amounts loaned to Borrower by Lender plus any interest and other amounts capitalized. The unpaid amounts loaned to Borrower consist of three (3) loans, the mortgage loan in the principal amount of \$422,467.15, the construction loan in the principal amount of \$57,041.10 and the interest loan in the principal amount of \$61,300.00, (the three (3) loans are collectively referred to as the "Loan" in the Note).
2. The Maturity Date of the Loan is extended for a period of thirty-six (36) months to February 1, 2014. Monthly payments of principal and interest shall continue on the first day of each month from the date hereof until February 1, 2014, when the entire outstanding balance of the Loan and all accrued interest thereon shall be paid in full.
3. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Mortgage.

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4. Nothing in this Agreement shall be construed to be a satisfaction or release in whole or in part of the Mortgage and Note. Except as modified by this Agreement, the Mortgage and Note shall remain in full force and effect.
5. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees shall be paid by the Borrower.
6. This Agreement is executed by Chicago Title Land Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in such Trustee and it is expressly understood and agreed that nothing herein or in the Mortgage or Note contained shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon, or any liability accruing thereunder, or to perform any covenant either expressed or implied in the Note, Mortgage or herein contained.

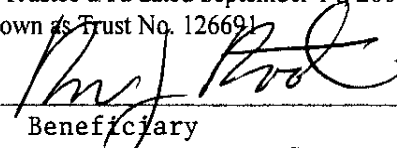
Lender:

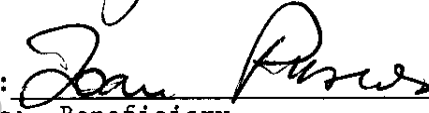

John McKernin


Mary McKernin

Borrower:

Chicago Title Land Trust Company, Successor to
LaSalle National Trust, N.A., not personally, but
As Trustee u/t/a dated September 14, 2000 and
Known as Trust No. 126691

By: 
Its: Beneficiary

By: 
Its: Beneficiary

Guarantor:


Ronald Root


Joan Puscas

This document prepared by:
Earl A. Talbot
Hoogendoorn & Talbot, LLP
122 S. Michigan Avenue Suite 1220
Chicago, IL 60603

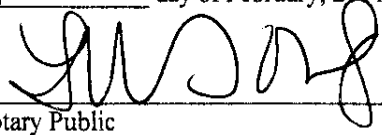
After recording, mail to:
Linda W. Touhy
Hoogendoorn & Talbot LLP
122 S. Michigan Avenue Suite 1220
Chicago, IL 60603

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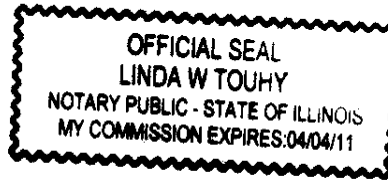
State of Illinois)
)SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John McKernin and Mary McKernin, personally known to me to be the same persons whose names are subscribed to the foregoing instruments, appeared before me this date in person and severally acknowledged that they signed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of February, 2011.



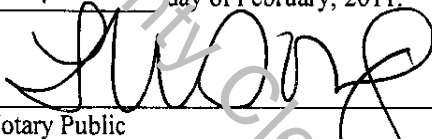
Notary Public



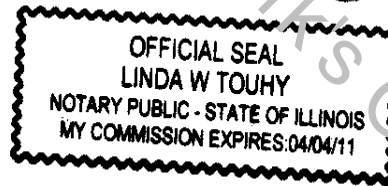
State of Illinois)
)SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ronald Root, personally known to me to be the same person whose name is subscribed to the foregoing instruments, appeared before me this date in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of February, 2011.




Notary Public



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 Ioan Puscas, personally known to me to be the same person whose name is subscribed to the foregoing instruments, appeared before me this date in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of February, 2011.



Notary Public

