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**WHEN RECORDED MAIL TO:**

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

Doc#: 1114308212 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/23/2011 02:35 PM Pg: 1 of 4

Doc#: Fee: \$4.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/23/2011 02:36 PM Pg: 0

**FOR RECORDER'S USE ONLY**

H25251019

This Modification of Mortgage prepared by:

Maria E. Ramirez  
Inland Bank and Trust  
2805 Butterfield Road, Suite 200  
Oak Brook, IL 60523

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Debra

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 5, 2011, is made and executed between Western Springs National Bank and Trust, not personally but as Trustee under trust agreement dated April 5, 1987 and known as Trust #3022, whose address is 4456 Wolf Road, Western Springs, IL 60558 (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 December 31, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 21, 1998 as document # 98052505, modified by Modification of Mortgage dated January 6, 2003 and recorded March 24, 2003 as document # 003039684 and a Modification of Mortgage dated April 5, 2004 and recorded May 11, 2004 as document # 0413240510.

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

LOT 9 AND THE NORTH 20 FEET OF LOT 10 IN BLOCK 4 IN EDGEWOOD PARK OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT THEREOF RECORDED AS DOCUMENT 9053229, IN COOK COUNTY, ILLINOS.

The Real Property or its address is commonly known as 411 N. Dover, LaGrange Park, IL 60526. The Real Property tax identification number is 15-32-411-029-0000.

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

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

Credit Agreement. The word "Credit Agreement" means the equity line of credit agreement and disclosure dated April 5, 2011, in the original principal amount of \$315,000.00 from Grantor to Lender, which is a

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

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renewal of a certain equity line of credit agreement and disclosure dated April 5, 2004 in the original principal amount of \$315,000.00 from Grantor to Lender, which was a renewal and an increase of a certain equity line of credit agreement and disclosure dated January 6, 2003 in the original principal amount of \$300,000.00 from Grantor to Lender, which was a renewal and an increase of certain equity line of credit dated December 31, 1997 in the original principal amount of \$260,000.00 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 retain as liable all parties to the Mortgage and all parties, makers and endorser 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 APRIL 5, 2011.**

GRANTOR:

**WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but as Trustee under that certain trust agreement dated 04-05-1987 and known as Western Springs National Bank and Trust #3022.**

By:  **DANIEL P. [unclear]**  
TRUST OFFICER  
Authorized Signer for Western Springs National Bank and Trust

LENDER:

INLAND BANK AND TRUST

x   
Authorized Signer

This **MODIFICATION of MORTGAGE** is executed by HEARTLAND BANK and TRUST COMPANY, Successor in Interest to WESTERN SPRINGS NATIONAL BANK AND TRUST, f/k/a Continental Illinois Bank of Western Springs, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by HEARTLAND BANK and TRUST COMPANY, Successor in Interest to WESTERN SPRINGS NATIONAL BANK AND TRUST, are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against HEARTLAND BANK and TRUST COMPANY, Successor in Interest to WESTERN SPRINGS NATIONAL BANK AND TRUST, by reason of any of the covenants, statements, representations or warranties contained in this document. This document is executed based solely upon information and belief furnished by the beneficiary or beneficiaries of the aforesaid Trust. The Trustee has no personal knowledge of the facts or statements herein contained.

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 29th day of April 2011 before me, the undersigned Notary Public, personally appeared Daniel N. Wlodek, Vice-President & Trust Officer of Western Springs National Bank and Trust, Trustee of Western Springs National Bank and Trust #3022, 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.

**4456 Wolf Road,  
 Western Springs, IL 60558**

By Donna M. Carani Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 3/23/14



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Stu Page ) SS  
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On this 23 day of April, 2011 before me, the undersigned Notary Public, personally appeared Michael P. Keenan and known to me to be the Senior Vice-President, 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 Maria R Ravnice Residing at Stu Page County

Notary Public in and for the State of Illinois

My commission expires Oct 24, 2014



County Clerk's Office