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RECORDATION REQUESTED BY:

**FIRSTMERIT BANK, N.A.
COMMERCIAL BANKING
#58300
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160**



1117333138

WHEN RECORDED MAIL TO:

**FIRSTMERIT BANK, N.A.
COMMERCIAL BANKING
#58300
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160**

Doc#: 1117333138 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2011 03:02 PM Pg: 1 of 6

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**FIRSTMERIT BANK, N.A.
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160**

11173-0047
MAY 16 2011

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2011, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TO BANK OF WHEATON, not personally but as Trustee on behalf of CHICAGO TITLE LAND TRUST #4800 DATED MARCH 18, 1986, AS TO PARCEL #1, whose address is 171 NORTH CLARK STREET, SUITE 575, CHICAGO, IL 60601; and GEORGE GATTO, AS TO PARCEL #2, whose address is 3004 MEYERS ROAD, OAK BROOK, IL 60523 (referred to below as "Grantor") and FIRSTMERIT BANK, N.A., whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 20, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON MAY 9, 2008 AS DOCUMENT #0813033065 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 4620 WEST ROOSEVELT ROAD, CHICAGO, IL 60650. The Real Property tax identification number is #16-15-323-012-0000 AND #16-15-323-015-0000.

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

The section entitled "Additional Definitions" is hereby added to said Mortgage and reads as follows:

Additional Definitions. The word 'Note' also includes all other promissory notes or other instruments, documents or agreements evidencing the indebtedness.

The section entitled "Additional Indebtedness" is hereby added to said Mortgage and reads as follows:

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MODIFICATION OF MORTGAGE (Continued)

Additional Indebtedness. Indebtedness shall also include all obligations and amounts due and to become due under any Interest Rate Management agreements between Borrower and Lender including, but not limited to, interest rate swaps, caps or collars, forward rate transactions and foreign exchange transactions.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 21, 2011.

GRANTOR:

CHICAGO TITLE LAND TRUST #4800 DATED MARCH 18, 1986, AS TO PARCEL #1

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TO BANK OF WHEATON, not personally but as Trustee under that certain trust agreement dated 03-18-1986 and known as CHICAGO TITLE LAND TRUST #4800 DATED MARCH 18, 1986, AS TO PARCEL #1

By: Maurice Price 3/24/11
Authorized Signer for CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TO BANK OF WHEATON

X George Gatto
GEORGE GATTO, AS TO PARCEL #2, Individually

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made by or on behalf of the Trustee are undertaken by the Trustee in its capacity as Trustee and are not personally or personally or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRSTMERIT BANK, N.A.

x *[Signature]*
Authorized Signor

TRUST ACKNOWLEDGMENT

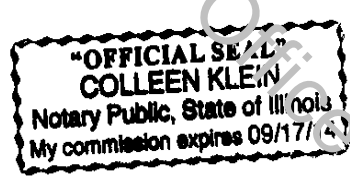
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 24th day of March, 2011 before me, the undersigned Notary Public, personally appeared MAUREEN PAGE, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TO BANK OF WHEATON, Trustee of CHICAGO TITLE LAND TRUST #4800 DATED MARCH 18, 1986, AS TO PARCEL #1, 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 a 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 *[Signature]* Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **GEORGE GATTO, AS TO PARCEL #2**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of MARCH, 2011.

By Patricia M. Burke Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 2/27/12



LENDER ACKNOWLEDGMENT

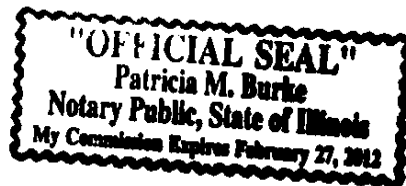
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 21ST day of MARCH, 2011 before me, the undersigned Notary Public, personally appeared ANDREW KOWALSKI and known to me to be the Service President, authorized agent for **FIRSTMERIT BANK, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRSTMERIT BANK, N.A.**, duly authorized by **FIRSTMERIT BANK, N.A.** 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 **FIRSTMERIT BANK, N.A.**.

By Patricia M. Burke Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 2/27/12



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MODIFICATION OF MORTGAGE (Continued)

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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EXHIBIT "A"

SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 212.76 FEET TO THE NORTH LINE OF ROOSEVELT ROAD, BEING A LINE 33.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES, 50 MINUTES 34 SECONDS EAST ON THE NORTH LINE OF SAID ROOSEVELT ROAD, A DISTANCE OF 36.01 FEET; THENCE NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS WEST A DISTANCE OF 134.64 FEET; THENCE NORTH 2 DEGREES, 17 MINUTES, 17 SECONDS WEST A DISTANCE OF 179.86 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 398.95 FEET AND A CHORD BEARING OF NORTH 40 DEGREES, 38 MINUTES, 53 SECONDS WEST WITH A CHORD DISTANCE OF 495.18 FEET AND AN ARC DISTANCE OF 534.21 FEET; THENCE NORTH 79 DEGREES, 00 MINUTES, 30 SECONDS WEST A DISTANCE OF 4.29 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 347.59 FEET AND A CHORD BEARING OF NORTH 83 DEGREES, 05 MINUTES, 38 SECONDS WEST WITH A CHORD DISTANCE OF 49.52 FEET AND AN ARC DISTANCE OF 49.57 FEET; THENCE NORTH 87 DEGREES, 10 MINUTES, 46 SECONDS WEST A DISTANCE OF 19.12 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 718.77 FEET AND A CHORD BEARING OF NORTH 83 DEGREES, 04 MINUTES, 05 SECONDS WEST WITH A CHORD DISTANCE OF 107.37 FEET AND AN ARC DISTANCE OF 107.46 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FEET AND A CHORD BEARING OF SOUTH 88 DEGREES, 50 MINUTES, 52 SECONDS WEST WITH A CHORD DISTANCE OF 146.86 FEET AND AN ARC DISTANCE OF 147.97 FEET; THENCE SOUTH 57 DEGREES, 18 MINUTES, 53 SECONDS EAST, A DISTANCE OF 84.44 FEET; THENCE SOUTH 32 DEGREES, 41 MINUTES, 07 SECONDS WEST, 66.3 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.