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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
GURNEE BRANCH
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 1120250022 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/21/2011 12:40 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

70010030-1 32816

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
ONE PIERCE PLACE
ITASCA, IL 60143

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 6, 2011, is made and executed between SUBURBAN BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF SUBURBAN BANK AND TRUST U/T/A DATED OCTOBER 8, 2004 AND KNOWN AS TRUST# 74-3559, whose address is 9901 SOUTH WESTERN AVENUE, CHICAGO, IL 60643 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED DECEMBER 16, 2009 AS DOCUMENT # 0835133184 AND MODIFICATION OF MORTGAGE DATED NOVEMBER 24, 2009 AND RECORDED JANUARY 15, 2010 AS DOCUMENT# 1001557029.

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

THE NORTH 287.50 FEET OF THE SOUTH 725 FEET (EXCEPT THE EAST 250 FEET THEREOF) IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE EAST 22 ACRES) OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14355 SOUTH 94TH AVENUE, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-10-101-007-0000.

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

TO ADD TO THE DEFINITION OF NOTE THE FOLLOWING: "THE MATURITY DATE OF THIS MORTGAGE IS MAY 24, 2012".

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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 70010030

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 JULY 6, 2011.

GRANTOR:

SUBURBAN BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF SUBURBAN BANK AND TRUST U/T/A DATED OCTOBER 8, 2004 AND KNOWN AS TRUST# 74-3559

By: *[Signature]*

SUBURBAN BANK AND TRUST, Trustee of SUBURBAN BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF SUBURBAN BANK AND TRUST U/T/A DATED OCTOBER 8, 2004 AND KNOWN AS TRUST# 74-3559

LENDER:

FIRST MIDWEST BANK

X *Judy Speer*
Authorized Signer

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 of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall accrue to the Trustee or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security in, to, on, and the Owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement securing hereunder shall look solely to the Trust estate for the payment thereof.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 70010030

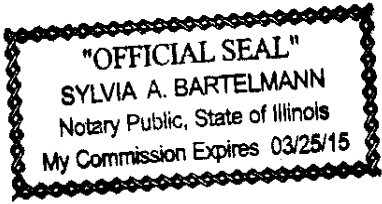
TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 8th day of JULY, 2011 before me, the undersigned Notary Public, personally appeared **SUBURBAN BANK AND TRUST, Trustee of SUBURBAN BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF SUBURBAN BANK AND TRUST U/T/A DATED OCTOBER 8, 2004 AND KNOWN AS TRUST# 74-3559**, 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 Sylvia A. Bartelmann Residing at CHICAGO
 Notary Public in and for the State of ILLINOIS

My commission expires 3-25-2015



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 11th day of July, 2011 before me, the undersigned Notary Public, personally appeared Judy Spicer and known to me to be the Sr Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 **FIRST MIDWEST BANK**.

By Julie A Martinez Residing at Will

Notary Public in and for the State of Ill

My commission expires 7 8 12

