



Doc#: 1126244019 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/19/2011 11:27 AM Pg: 1 of 5

For Recorder's Use Only

FIRST MODIFICATION TO MORTGAGE AND NOTE (LA GRANGE)

This First Modification to Mortgage and Note (the "First Modification") is made as of this 30th day of December, 2010 between Western Springs National Bank & Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 or its successor as Trustee (hereinafter referred to as the "Mortgagor" or the "Maker") and Family Federal Savings of Illinois (hereinafter referred to as the "Mortgagee" or "Lender").

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee have entered into a Mortgage (the "La Grange Mortgage") dated August 11, 2003 said La Grange Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 10, 2003 as Document No.0328347361 regarding certain real estate commonly known as 319 South Bluff Avenue, La Grange, IL 60525 and legally described in Exhibit "A" attached hereto (the "La Grange Real Estate"), securing the payment of one Promissory Note dated August 11, 2003 in the principal sum of \$510,000.00, (the Promissory Note is hereinafter referred to as the "La Grange Note"); and

WHEREAS, Mortgagor and Mortgagee desire to enter into this First Modification for the purpose of modification of the terms of the La Grange Note and the La Grange Mortgage to add a cross default and a cross collateralization provision.

NOW THEREFORE, Mortgagor and Mortgagee hereby agree that the La Grange Mortgage and La Grange Note are amended, modified, or supplemented as follows:

1. Cross Collateralization with the Brookfield Mortgage. The owners of real estate commonly known as 2945 Vernon Avenue, Brookfield, IL 60513 which is security for a first mortgage loan from the Mortgagee dated May 9, 2002 and recorded on May 28, 2002 as document 0020598435 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Brookfield Mortgage") and which is legally described on Rider A attached hereto (the "Brookfield Real Estate") have agreed that the Brookfield Real Estate shall be additional collateral for the Mortgagee. The parties agree that the Brookfield Real Estate is hereby given as additional collateral to the Mortgagee and is cross collateralized with the La Grange Real Estate and any default on the Brookfield Mortgage shall likewise be a default under the La Grange Mortgage which secures the La Grange Note on the La Grange Real Estate.

2. Cross Collateralization with the Prairie Mortgage. The owners of real estate commonly known as 2916 South Prairie, Brookfield, IL 60513 which is security for a first mortgage loan from

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the Mortgagee dated September 1, 1990 and recorded on September 15, 1990 as document 99875612 in the Office of the Recorder of Deeds of Cook County Illinois (the "Prairie Mortgage") and which is legally described on Rider A attached hereto (the "Prairie Real Estate") have agreed that the Prairie Real Estate shall be additional collateral for the Mortgagee. The parties agree that the Prairie Real Estate is hereby cross collateralized with the La Grange Real Estate and any default on the Prairie Mortgage shall likewise be a default under the La Grange Mortgage which secures the La Grange Note on the La Grange Real Estate.

3. Amendment to La Grange Note. (a) Interest Only. Notwithstanding anything to the contrary contained in the La Grange Note the Mortgagors shall pay interest only on the outstanding principal balance of \$ 500,362.17 for one year commencing on January 1, 2011 and ending on December 1, 2011 in the sum of \$ 500,362.17. Commencing with the payment due on January 1, 2012 the Mortgagor shall resume regular principal and interest payment as adjusted so that the loan will fully amortize on the Maturity Date.

4. Reaffirmation. Mortgagor hereby ratifies and confirms their liabilities and obligations under the La Grange Mortgage, La Grange Note and all other loan documents executed contemporaneously therewith (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the La Grange Mortgage, La Grange Note or other Loan Documents as amended by this First Modification

Mortgagor further represents to Mortgagee that there is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims, or demands pending or threatened affecting Mortgagor, or the La Grange Real Estate or any lien recorded against the La Grange Real Estate since the recording of the La Grange Mortgage as detailed herein. The parties further agree that the principal balance of the La Grange Note which is secured by the La Grange Mortgage is \$ 500,362.17 as of the date hereof.

5. Binding on Successors. This First Modification shall be binding on Mortgagor and their respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

6. Original Agreement Binding. Except as provided herein, the terms and conditions set forth in the La Grange Mortgage, La Grange Note and all other Loan Documents, as amended by this First Modification shall remain in full force and effect in accordance with their respective terms.

7. Conditions Precedent. This First Modification shall be effective upon the occurrence of all of the following:

- a. Payment of Lender costs (attorney's fees, title and recording).
- b. Verification by Lender that there have been no liens recorded against the La Grange Real Estate other than the La Grange Mortgage or other permitted liens.
- c. Verification that all of the real estate taxes due on the La Grange Real Estate have been paid current.

8. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the La Grange Mortgage and La Grange Note.

9. This First Modification shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness

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evidenced by the La Grange Note reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the La Grange Mortgage as revised by this First Modification, or the covenants, conditions and agreements therein contained or contained in the La Grange Note.

10. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

11. Mortgagor hereby renews, remakes and affirm the representations and warranties contained in the Loan Documents.

12. Mortgagor hereby agrees to pay all of Lender's expenses arising out of and in connection with this First Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

IN WITNESS WHEREOF, the parties have executed this First Modification to the La Grange Mortgage and La Grange Note as of the day and year first above written.

MORTGAGEE:

Family Federal Savings of Illinois

By: [Signature]

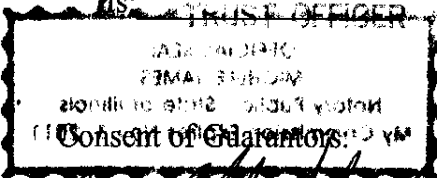
Its SR. V.P.

MORTGAGOR:

Western Springs National Bank & Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 or its successor as Trustee

By: [Signature]
DANIEL N. WLODEK

Note trustee's exculpatory exhibit ~~attached hereto and~~ expressly made a part hereof



[Signature]
Harold J. Slinkman, Sr.

Consent of Title Holders of Brookfield Real Estate and Prairie Real Estate to Cross Collateralization

[Signature]
Harold J. Slinkman, Sr.

[Signature]
Michael Slinkman

[Signature]
Sharon L. Slinkman

[Signature]
Deanna Kratochvil

[Signature]
John Kratochvil

STATE OF ILLINOIS)
COUNTY OF COOK)

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Mortgagee/Trustee Notary

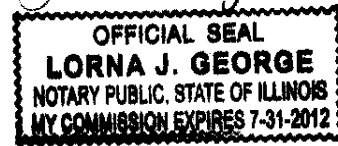
I, LORNA J. GEORGE a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that DANIEL N. WLODEK an officer of Western Springs National Bank & Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 or its successor as Trustee who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the intent and purposes therein set forth.

Given under my hand and notarial seal this 6th day of June, 2010

Lorna J. George
Notary public

STATE OF ILLINOIS)
COUNTY OF COOK)

Mortgagee Notary



I, MICHELE JAMES a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that FRANK TERROWI, Sr. President of Family Federal Savings of Illinois, and FRANK TERROWI, Jr. Secretary of said Family Federal Savings of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Family Federal Savings of Illinois as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 2010

Michele James
Notary public

This instrument prepared by:

Lawrence Gold, Esq.
Gomberg, Sharfman, Gold & Ostler, P.C.
208 S. LaSalle, Suite 1410
Chicago, IL 60604



This **FIRST MODIFICATION to MORTGAGE and NOTE** is executed by HEARTLAND BANK and TRUST COMPANY, Successor in Interest to WESTERN SPRINGS NATIONAL BANK AND TRUST, 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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EXHIBIT A

**BROOKFIELD REAL ESTATE
LEGAL DESCRIPTION**

LOT 7 IN JAMES R. PAVLICEK'S RESUBDIVISION OF LOT 9 IN BLOCK 1, LOTS 2, 5, 8 AND 9 IN BLOCK 2 AND LOT 10 IN BLOCK 8 IN BROOKFIELD HIGHLAND, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT LR1458045

Commonly known as: 2945 Vernon Avenue, Brookfield, IL 60513

PIN: 15-27-414-026

**LA GRANGE REAL ESTATE
LEGAL DESCRIPTION**

LOT 1 IN CHILDREN'S HOME ADDITION TO LA GRANGE BEING A RESUBDIVISION OF PART OF BLOCK 7 IN CAPITOL'S E.S. BADGER'S SUBDIVISION IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as: 319 S. Pluff Avenue, La Grange, IL 60525

PIN: 18-04-418-016

**PRAIRIE REAL ESTATE
LEGAL DESCRIPTION**

LOT 3 (EXCEPT THE NORTH 6 FEET THEREOF) AND THE NORTH 1/2 OF LOT 4 IN JAMES PAVLICEK'S RESUBDIVISION OF LOT 9, IN BLOCK 1 LOTS 2, 5, 8, AND 9, IN BLOCK 2 AND LOT 10 IN BLOCK 8 IN BROOKFIELD HIGHLANDS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1458045.

Commonly known as: 2916 S. Prairie Avenue, Brookfield, IL 60513

PIN: 15-27-414-036