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RECORDATION REQUESTED BY:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

Doc#: 1135539000 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2011 08:50 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

SEND TAX NOTICES TO:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 17, 2011, is made and executed between The Mary E. Kennealy Living Trust Dated 12/28/2004, whose address is 620 W. Burlington Avenue, LaGrange, IL 60525 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 4, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 1, 2007 as Document #0730531013.

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

PARCEL 1: LOT 4 OF THE 407 WISCONSIN VINTAGE TOWN HOMES, BEING A RESUBDIVISION OF LOT 43 AND THE SOUTH 1/2 OF LOT 42 IN SCOVILLE AND NILES SUBDIVISION OF BLOCK 5 IN SCOVILLE AND NILE ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, OVER AND UPON THE "COMMON AREA" IN THE PLAT OF 407 WISCONSIN VINTAGE TOWN HOMES, AFORESAID, AS SET FORTH IN DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS DATED JULY 1, 2000 AND RECORDED JULY 10 AS DOCUMENT 00508055

The Real Property or its address is commonly known as 470 S. Wisconsin, Unit D., Oak Park, IL 60302. The Real Property tax identification number is 16-07-322-056-0000.

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

The Section titled "Arbitration" on page 10 of the Existing Mortgage shall be deleted in its entirety and

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(Continued)**

replaced with the following:

"JURISDICTION; VENUE. Grantor and all persons and entities in any manner obligated to Lender under the Note, this Mortgage and any Related Documents irrevocably submit to the jurisdiction of: (a) any state or federal court sitting in the state of Illinois over any suit, action, or proceeding, brought by Grantor against Lender, arising out of or relating to the Note, this Mortgage or any Related Document; (b) any state or federal court sitting in the state of Illinois over any suit, action or proceeding, brought by Lender against Grantor, arising out of or relating to any of the Note, this Mortgage or any Related Document; (c) any state court sitting in the county of the state of Illinois over any suit, action or proceeding, brought by Lender to exercise its power to foreclose the Property or any action brought by Lender to enforce its rights with respect to any other collateral under the Loan Documents, and (d) consents to service of process by any means authorized by the law of the state of Illinois or federal law. Grantor irrevocably waives, to the fullest extent permitted by law, any objection that Grantor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

WAIVER OF JURY TRIAL. GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THE NOTE, THIS MORTGAGE OR ANY RELATED DOCUMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, Grantor waives any right which it may have to claim or recover in any litigation referred to in the proceeding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Grantor (i) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Mortgage, and (ii) acknowledges that Lender is relying upon, among other things, such waivers and certifications."

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.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 17, 2011.

GRANTOR:

THE MARY E. KENNEALY LIVING TRUST DATED 12/28/2004

FIRST NATIONAL BANK OF LAGRANGE, Trustee of The Mary E. Kennealy Living Trust Dated 12/28/2004

By: Michael P. O'Reilly
Michael O'Reilly, Executive Vice President of First National Bank of LaGrange

By: Anne Freund
Anne Freund, Vice President of First National Bank of LaGrange

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

X Steven W. Saunders
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Larion)

On this 17 day of September, 2011 before me, the undersigned Notary Public, personally appeared **Michael O'Reilly, Executive Vice President of First National Bank of LaGrange, Trustee of The Mary E. Kennealy Living Trust Dated 12/28/2004** and **Anne Freund, Vice President of First National Bank of LaGrange, Trustee of The Mary E. Kennealy Living Trust Dated 12/28/2004**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Martha Garcia Residing at Larion

Notary Public in and for the State of Illinois

My commission expires 09-02-2014



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 17th day of September, 2011 before me, the undersigned Notary Public, personally appeared Steve W Jasinski and known to me to be the Vice President, authorized agent for **First National Bank of LaGrange** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of LaGrange**, duly authorized by **First National Bank of LaGrange** 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 National Bank of LaGrange**.

By Martha Garcia Residing at Darien

Notary Public in and for the State of ILLINOIS

My commission expires 9-2-14

