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Doc#: 1200339030 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2012 09:43 AM Pg: 1 of 4

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 2nd day of December, 2011, between STATE BANK OF HERSCHER, whose address is 10 TOBEY DRIVE PO BOX 68, Herscher, Illinois 60941, not personally, but as Trustee under a Trust Agreement dated November 17, 2005, known as Trust Number 1209 ("Mortgagor"), and State Bank of Herscher whose address is 10 Tobey Dr PO Box 68, Herscher, Illinois 60941 ("Lender").

State Bank of Herscher and Mortgagor entered into a Mortgage dated August 14, 2007 and recorded on September 4, 2007, filed for record in records of COUNTY of COOK, State of Illinois, with recorder's entry number 0724715136 ("Mortgage"). The Mortgage covers the following described real property:

Address: 49 CLOVERLEAF RD, Matteson, Illinois 60443

Legal Description: ALSO ASSIGNMENT OF RENTS DATED 08/14/2007 RECORDED ON 09/04/2007 AS DOCUMENT NUMBER 0724715137

ALSO MODIFICATION OF MORTGAGE DATED 08/14/2010 RECORDED ON 08/27/2010 AS DOCUMENT NUMBER 1023945040

LOT 331 IN WOODGATE GREEN UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1972 AS DOCUMENT NO. 228598, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 31-17-216-033-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

Initials

S Yes
P 4
S 1
M 1
G 1
E NO
INT 1

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- **STATE BANK OF HERSCHER AS TRUSTEE UNDER TRUST AGREEMENT DATED 11/17/05 and KNOWN AS TRUST #1209 TO SECURE NOTE #22791 IN THE DOLLAR AMOUNT OF \$168,187.07 WITH A FIXED INTEREST RATE. THE MATURITY DATE OF THE NOTE IS EXTENDED TO 12-01-2014, AT WHICH TIME ALL OUTSTANDING SUMS DUE TO LENDER UNDER THE NOTE SHALL BE PAID IN FULL, AND THE MORTGAGE IS MODIFIED ACCORDINGLY.**

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the change and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Joseph Richie 12-2-11

By: **Joseph Richie** Date
Trust Officer for STATE BANK OF HERSCHER, NOT PERSONALLY BUT AS TRUSTEE UNDER AN AGREEMENT DATED November 17, 2005, KNOWN AS TRUST NO. 1209

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF FORD)

This instrument was acknowledged on 2nd day of December, 2011, by Joseph Richie, Trust Officer of STATE BANK OF HERSCHER, Trustee under a trust agreement dated November 17, 2005, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 12/21/2013



Elizabeth Smolkovich
Elizabeth Smolkovich
Notary Public
Ford County, IL
Identification Number

(Official Seal)

LENDER: State Bank of Herscher

Joe Grant

By: Joe Grant
Its: Asst. Vice President

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF FORD)

This instrument was acknowledged on the 2nd day of December, 2011, by Joe Grant, Asst. Vice President on behalf of State Bank of Herscher, a(n) Community Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 12/21/2013

Notary Public residing at
IL



Elizabeth Smolkovich
Elizabeth Smolkovich
Notary Public
Ford County, IL
Identification Number

THIS INSTRUMENT PREPARED BY:
State Bank of Herscher
10 Tobey Dr PO Box 68
Herscher, IL 60941

AFTER RECORDING RETURN TO:
State Bank of Herscher
10 Tobey Dr PO Box 68
Herscher, IL 60941

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EXCULPATORY RIDER

This instrument is executed by State Bank of Herscher, as Trustee, under the provisions of a Trust Agreement dated 11-17-05, and known as Trust No. 1209, not personally, but solely, as Trustee, aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and State Bank of Herscher, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding State Bank of Herscher, in its individual capacity, but are made intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed. By or nor shall at any time be asserted or enforceable against the State Bank of Herscher on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violations under Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee, for any costs, claims, losses, finds, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection hereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any persons claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right or redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration instrument and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted; nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.