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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

AC028

Report Mortgage Fraud
800-532-8785



1205335073

Doc#: 1205335073 **Fee:** \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2012 12:58 PM Pg: 1 of 6

The property identified as:

PIN: 15-15-311-011-0000

Address:

Street: 1906 SOUTH 21ST AVENUE

Street line 2:

City: MAYWOOD

State: IL

ZIP Code: 60153

Lender: SEAWAY BANK AND TRUST COMPANY

Borrower: TRUST #9845-02, DATED MARCH 1, 2000

Loan / Mortgage Amount: \$26,944.06

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

SC
INT
Y
6
N
Y
ID

Certificate number: 6613EA72-8114-43B9-A4CF-0E4E9018F527

Execution date: 09/09/2011

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

Seaway Bank and Trust
Company
Main Branch
645 East 87th Street
Chicago, IL 60619

WHEN RECORDED MAIL TO:

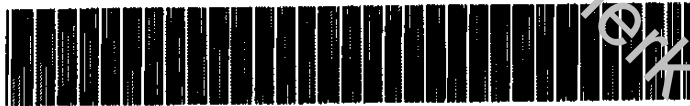
Seaway Bank and Trust
Company
Main Branch
645 East 87th Street
Chicago, IL 60619

SEND TAX NOTICES TO:

Seaway Bank and Trust
Company
Main Branch
645 East 87th Street
Chicago, IL 60619

FOR RECORDER'S USE ONLY**This Modification of Mortgage prepared by:**

Seaway Bank and Trust Company
SEAWAY BANK AND TRUST COMPANY
645 East 87th Street
Chicago, IL 60619

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated September 9, 2011, is made and executed between Seaway Bank and Trust Company, as Successor Trustee to First Suburban National Bank, as Trustee under Trust Number 9845-02, whose address is 645 East 87th Street, Chicago, IL 60619 (referred to below as "Grantor") and Seaway Bank and Trust Company, whose address is 645 East 87th Street, Chicago, IL 60619 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 10, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Pursuant to the above-referenced Mortgage, dated May 10, 2005 and recorded June 22, 2005 in the Office of the Recorder of Deeds of Cook County, Illinois as Document number 0517341157, which Mortgage grants a first mortgage and security interest in favor of Lender in certain real property ("Real Estate") situated in Cook County, Illinois. A) The Mortgage secures the indebtedness evidenced by that certain Note ("Note") in the original principal amount of Twenty Eight Thousand Nine Hundred Sixty Seven and 76/100ths Dollars (\$28,967.76), dated May 10, 2005, executed by Borrower in favor of Lender. B) All initially capitalized terms contained in this Modification Agreement shall have the meanings ascribed to such terms in the Note and Mortgage, unless otherwise defined herein. C) The Note, Mortgage and other

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 95505150

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documents evidencing or securing the indebtedness, are hereinafter referred to collectively as the "Loan Documents." D) Borrower and Lender desire by this Modification Agreement to further modify and supplement the Note and Mortgage as herein below provided.

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

THE SOUTH 40 FEET OF LOT 41 IN THE THIRD ADDITION TO BROADVIES ESTATES, BEING A SUBDIVISION SITUATED IN THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1906 SOUTH 21ST AVENUE, MAYWOOD, IL 60153. The Real Property tax identification number is 15-15-311-011-0000.

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

(a) The outstanding principal balance of the Note as of the date of this Modification Agreement is Twenty Six Thousand Nine Hundred Forty Four and 06/100ths Dollars (\$26,944.06,) (the "Principal Balance.")

(b) Notwithstanding any provision to the contrary contained in the Note and Mortgage, Interest on the Principal Balance shall accrue at the Fixed Rate of Six (6.0%) Percent, per annum. Effective October 1, 2011, principal and interest shall be paid in Sixty (60) equal installments of One Hundred Ninety Three and 04/100th (\$193.04) each and one irregular last payment estimated at Twenty Three Thousand Sixty Eight and 14/100 Dollars (\$23,068.14). All payments are due on the first day of each month until the Maturity Date (as defined below). (c) Notwithstanding anything to the contrary contained in the Note and Mortgage, all outstanding principal together with accrued and unpaid interest, and all other sums due and owing under the Loan Documents, shall be due and payable on September 01, 2016, (the "Maturity Date.").

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)

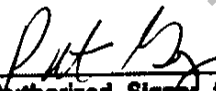
Loan No: 95505150


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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 9, 2011.

GRANTOR:

SEAWAY BANK AND TRUST COMPANY, AS SUCESSOR TRUSTEE TO
FIRST SUBURBAN NATIONAL BANK, AS TRUSTEE UNDER TRUST
NUMBER 9845-02

By: 
Authorized Signer for Seaway Bank and Trust Company, as
Successor Trustee to First Suburban National Bank, as Trustee
under Trust Number 9845-02

By: 
Authorized Signer for Seaway Bank and Trust Company, as
Successor Trustee to First Suburban National Bank, as Trustee
under Trust Number 9845-02

LENDER:

SEAWAY BANK AND TRUST COMPANY

x 
Pat Guisinger, Loan Officer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 95505150

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TRUST ACKNOWLEDGMENT

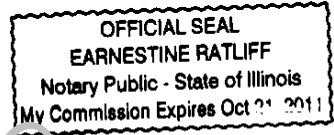
STATE OF Ill.)
) SS
 COUNTY OF Cook)

On this 9TH day of September, 2011 before me, the undersigned Notary Public, personally appeared Pat Huserger, Robert Olson of Seaway Bank and Trust Company, Successor Trustee to First Suburban National Bank, as Trustee under Trust Number 9845-02 and Robert Olson of Seaway Bank and Trust Company, as Successor Trustee to First Suburban National Bank, as Trustee under Trust Number 9845-02, 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 Earnestine Ratliff Residing at 1045 E. 87th St., Chicago, IL 60629

Notary Public in and for the State of Ill.

My commission expires 10/21/11



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 95505150

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LENDER ACKNOWLEDGMENT

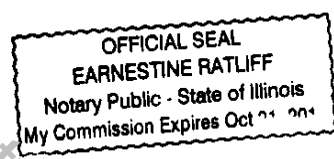
STATE OF Ill.)
)
) SS
)
 COUNTY OF Cook)

On this 9th day of September, 2011 before me, the undersigned Notary Public, personally appeared Pat Gulsinger and known to me to be the **Loan Officer**, authorized agent for **Seaway Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Seaway Bank and Trust Company**, duly authorized by **Seaway Bank and Trust Company** 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 **Seaway Bank and Trust Company**.

By [Signature] Residing at 645 E. 87th St, Chicago, IL 60619

Notary Public in and for the State of Ill.

My commission expires 10/21/11



PROPERTY OF Cook County Clerk's Office