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**RECORDATION REQUESTED BY:**

State Bank of Illinois  
West Chicago Facility  
600 E. Washington St.  
West Chicago, IL 60185

Doc#: 1208346083 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2012 03:49 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

State Bank of Illinois  
West Chicago Facility  
600 E. Washington St.  
West Chicago, IL 60185

032020836

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Central Loan Operations  
State Bank of Illinois  
600 E. Washington St.  
West Chicago, IL 60185

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2012, is made and executed between State Bank of Illinois, Trustee under Trust Agreement dated September 26, 2003 and known as Trust Number 1-1259, whose address is 600 E. Washington St., West Chicago, IL 60185 (referred to below as "Grantor") and State Bank of Illinois, whose address is 600 E. Washington St., West Chicago, IL 60185 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 23, 2003 (the "Mortgage") which has been recorded in Cook County County, State of Illinois, as follows:

Recorded on November 28, 2003 as Document #0333242203.

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

LOT 1 IN BLOCK 85 IN VILLAGE OF PARK FOREST AREA NO. 4, BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JUNE 25, 1951 AS DOC. 15107640, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 317 Blackhawk, Park Forest, IL 60466. The Real Property tax identification number is 31-35-404-001-0000.

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

Increase principal to \$228,342.00.

The maturity date is hereby removed.

**Cross Default Clause.** The Indebtedness of the Borrower or Grantor to Lender shall be cross defaulted with all obligations, debts and liabilities, plus interest thereon, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or

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## MODIFICATION OF MORTGAGE (Continued)

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not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations and whether the obligation to repay such amounts may be or hereafter may become otherwise enforceable.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligations to repay such amounts may be or hereafter may become otherwise unenforceable.

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

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(Continued)**

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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 FEBRUARY 15, 2012.**

GRANTOR:

STATE BANK OF ILLINOIS, TRUSTEE UNDER TRUST AGREEMENT DATED  
SEPTEMBER 26, 2003 AND KNOWN AS TRUST NUMBER 1-1259

By: Elizabeth P. Marecek VP&TO

Trust Officer, This Instrument is executed by STATE BANK OF ILLINOIS of West Chicago, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed here under by STATE BANK OF ILLINOIS of West Chicago, Illinois are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against STATE BANK OF ILLINOIS of West Chicago, Illinois by reason of any of the covenants, statements, representations or warranties contained in this instrument.

LENDER:

STATE BANK OF ILLINOIS

x Calahill, VP  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

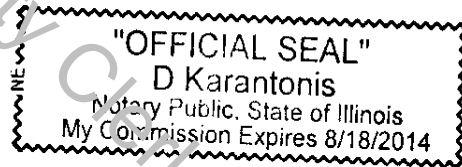
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 29th day of February, 2012 before me, the undersigned Notary Public, personally appeared Trust Officer, This Instrument is executed by STATE BANK OF ILLINOIS of West Chicago, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed here under by STATE BANK OF ILLINOIS of West Chicago, Illinois are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against STATE BANK OF ILLINOIS of West Chicago, Illinois by reason of any of the covenants, statements, representations or warranties contained in this instrument., Elizabeth P Marecek, VP&TO of State Bank of Illinois, Trustee under Trust Agreement dated September 26, 2003 and known as Trust Number 1-1259 , 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 [Signature] Residing at West Chicago, Illinois  
 Notary Public in and for the State of Illinois

My commission expires August 18, 2014



Property of Cook County Clerk's Office

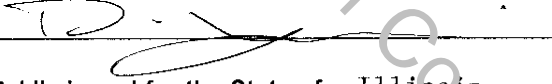
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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 17th day of February, 2012 before me, the undersigned Notary Public, personally appeared Catherine Cahill and known to me to be the V.P. Commercial Loan Officer, authorized agent for **State Bank of Illinois** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Bank of Illinois**, duly authorized by **State Bank of Illinois** 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 **State Bank of Illinois**.

By  Residing at West Chicago, Illinois  
 Notary Public in and for the State of Illinois

My commission expires August 18, 2014



Property of Cook County Clerk's Office