

# UNOFFICIAL COPY



1219831033

**RECORDATION REQUESTED BY:**

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

Doc#: 1219831033 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/16/2012 10:34 AM Pg: 1 of 4

**WHEN RECORDED MAIL 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:**

Central Loan Operations  
First National Bank of LaGrange  
620 West Burlington Avenue  
LaGrange, IL 60525

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 29, 2012 is made and executed between James E Tyrrell and Nancy A Tyrrell, Husband and Wife, as tenants by the entirety (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 March 5, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County on March 19, 2010 as Document #1007833023.

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

LOT 42 IN H.W. DIETRICH'S RESUBDIVISION OF LOTS 1, 2, 3 AND THE SOUTH 1/2 AND THE WEST 185.86 FEET OF THE NORTH 1/2 OF LOT 4, AND LOTS 7 TO 12 INCLUSIVE (EXCEPT THE EAST 58 FEET OF LOTS 7 & 8) IN BLOCK 14, ALL OF BLOCK 15 AND LOTS 1 TO 13 INCLUSIVE IN BLOCK 16 IN EAST HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD ALL IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 42 TO 45 INCLUSIVE IN H.W. DIETRICH'S RESUBDIVISION AFORESAID, LYING WEST OF A LINE WHICH INTERSECTS THE WEST LINE OF LOT 42 AT A POINT 37.10 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT AND WHICH INTERSECTS THAT SOUTH LINE OF LOT 45 AT A POINT 41.34 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4340 Western Ave, Western Springs, IL 60558. The Real Property tax identification number is 18-06-312-031. ✓

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

**Decrease Line of Credit from \$148,000.00 to \$131,000.00.**

The Interest rate on the Note is a variable interest rate based upon an index. The index is currently 3.250%

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## MODIFICATION OF MORTGAGE

(Continued)

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per annum. Under no circumstances shall the interest reate on this Mortgage be less than 4.50% per annum or more than the maximum rate of 21.00% per annum.

The maturity Date of the Note is March 5, 2017.

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 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 JUNE 29, 2012.

GRANTOR:

X *James E Tyrrell*  
James E Tyrrell

X *Nancy A Tyrrell*  
Nancy A Tyrrell

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

X *W A [Signature] EUP*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

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COUNTY OF Will

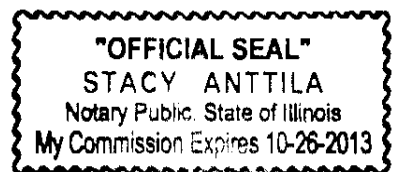
On this day before me, the undersigned Notary Public, personally appeared **James E Tyrrell and Nancy A Tyrrell**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of June, 2012.

By [Signature] Residing at Plainfield IL

Notary Public in and for the State of IL

My commission expires 10-26-13



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL

)  
) SS

COUNTY OF Will

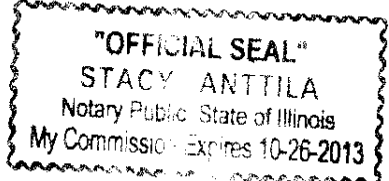
On this 21 day of dec 2012 before me, the undersigned Notary Public, personally appeared William D. King and known to me to be the VP, authorized agent for **First National Bank of LaGrange** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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 \_\_\_\_\_

Residing at Manipula IL

Notary Public in and for the State of \_\_\_\_\_

My commission expires 10-26-2013



PROPERTY OF COOK COUNTY CLERK'S OFFICE