

# UNOFFICIAL COPY



Doc#: 1220613027 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2012 09:41 AM Pg: 1 of 3

Prepared By: Christine L Enlow, P.O. Box 4178, Rock Island, IL 61204 309-794-1900

Return To:

AMERICAN BANK & TRUST CO. N A Servicer Loan Number: 183005717  
1600 4<sup>th</sup> Ave.  
Rock Island, IL 61201  
(309)-794-1900

## LOAN MODIFICATION/EXTENSION AGREEMENT

This Loan Modification Agreement, is effective JULY 1, 2012 between NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO PARK NATIONAL BANK, UNDER TRUST AGREEMENT DATED JUNE 20, 2005 AND KNOWN AS TRUST NUMBER 32067 AND NOT PERSONALLY ("Borrowers") and American Bank and Trust Company, N.A. ("Lender") amends and supplements (1) the Note made by the Borrower, dated DECEMBER 8<sup>TH</sup>, 2008 in the original principal sum of U.S.\$500,000.00 and (2) the Mortgage, recorded on DECEMBER 26<sup>TH</sup>, 2008 as Document Number 0836104202, P.I.N 17-03-204-064-1085 in COOK COUNTY, ILLINOIS. The Note bearing the same date as, and secured by the Security Instrument as the "Property", located, 1000 LAKE SHORE PLAZA, UNIT 33C, CHICAGO, ILLINOIS 60611 the real property being described as follows:

Unit Number 33C in the Lake Shore Plaza Condominium as delineated on survey of the following described real estate : That part of Lot "A" described as follows: Commencing at a point on the East line of said lot, 90.60 feet North of the Southeast corner thereof: thence West perpendicular to said East line, 114.58 feet, more or less, to the point of interest with a line which is 22.50 feet East of and parallel with the West line of the South portion of said Lot A; thence North along said parcel line and said line extended, 24.605 feet; thence West along a line drawn perpendicular to the East line of said lot 55.52 feet, more or less, to a pn on the West line of the North portion of said lot; thence South along said West line 7.95 feet, more or less, to the corner of the North portion of said lot; thence East 32.99 feet along the South line of the North portion of said lot to a point on the West line of the South portion of said lot; thence South along said West line to the Southwest corner of said lot; thence East along the South line of said lot to the Southeast corner thereof; thence North along the East line of said lot to the point of beginning; said Lot "A" being a consolidation of Lots 1 and 2 in Block 2, Potter Palmer's Lake Shore Drive

S ✓  
P 13  
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SC ✓  
E ✓  
INT CE

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Addition to Chicago in the North ½ of Block 7 and part of Lot 21 in Collin's Subdivision of the South ½ of Block 7 in Canal Trustee's Subdivision of the South fractional ¼ of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Amalgamated Trust and Savings Bank, as trustee under trust agreement dated August 18, 1976 and know as trust number 3067, recorded as document number 23675015; together with each units undivided percentage interest in the common elements, all in Cook County, Illinois

The Borrower has requested the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower Lender hereby agrees to modify the terms of the Note and Security Instrument as follows:

1. The Borrower(s) is/are owner occupants of property.
2. As of JULY 1, 2012 payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$478,511.45
3. The Borrower(s) promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.75% beginning JULY 1, 2012. The borrower(s) promises to make monthly payments of principal and interest of U.S \$2,922.37 beginning on 1<sup>st</sup> day of AUGUST, 2012 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JULY 1, 2014 the Borrower(s) still owes amounts due under the Note and Security instrument as amended by this Modification, the Borrower(s) will pay these amounts in full on the Maturity Date. The Borrower(s) will make such payments at: **American Bank & Trust Company N.A. , P.O. Box 4178, Rock Island, IL 61204-4178**
4. Borrower(s) will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification

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**Trustee Exculpation.** This Agreement is executed by North Star Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by the Borrower or other collateral now or hereafter pledged to Lender as security for the obligations of the Borrower or against any other person or entity liable for the obligations of Borrower.

North Star Trust Company, an Illinois Corporation,  
not personally but as Successor Trustee to Park  
National Bank, under Trust Agreement dated June  
20, 2005 and known as Trust Number 32067

By: *Juanita Chandler* *Angela Giannetti*  
Name: Juanita Chandler Angela Giannetti  
Title: Trust Officer Trust Officer

STATE OF ILLINOIS, COUNTY OF COOK SS:

I, THE UNDERSIGNED, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Juanita Chandler Angela Giannetti Trust Officer North Star Trust Company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of June, 2012.

*Maritza Castillo*  
NOTARY

