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RECORDATION REQUESTED BY:
Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173



Doc#: 1229955019 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/25/2012 10:45 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

THIS MODIFICATION OF MORTGAGE dated July 12, 2012, is made and executed between North Star Trust Company, not personally but as Trustee on behalf of North Star Trust Company, as Successor Trustee to US Bank, NA, FKA Firststar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323, dated May 3, 1988, whose address is 500 West Madison, Suite 3150, Chicago, IL 60661 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 12, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded December 8, 2009 in the office of Cook County Recorder as Document #0934255027.

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

LOT 10 AND LOT 11 IN BLOCK 1 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5 TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 208.7 FEET OF THE WEST 208.7 FEET EAST OF WOLF ROAD OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AFORESAID) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 23 E. North Avenue, Northlake, IL 60164. The Real Property tax identification number is 15-05-105-010 and 15-05-105-011.

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

RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$75,000.00, as evidenced by a Promissory Note dated November 12, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Original Note"). Pursuant to the terms of a Business Loan Agreement dated November 12, 2009, the Loan was renewed and in evidence thereof the Original Note was replaced by that certain Promissory Note dated November 12, 2010 in the original principal amount of \$75,000.00 ("1st Renewal Note"). The Loan was further renewed and in evidence thereof the 1st Renewal Note was replaced

ACCOMMODATION

PRECISION TITLE DB102412-6

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MODIFICATION OF MORTGAGE (Continued)

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by that certain Promissory Note dated November 12, 2011 in the original principal amount of \$75,000.00 ("2nd Renewal Note"). The Loan was further renewed and in evidence thereof the 2nd Renewal Note was replaced by that certain Promissory Note dated February 12, 2012 in the original principal amount of \$75,000.00 ("3rd Renewal Note").

B. The 3rd Renewal Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage"), modified by Modification of Mortgage dated November 12, 2011, recorded January 9, 2012 in the office of Cook County Recorder as Document #1200949007, further modified by Modification of Mortgage dated February 12, 2012, recorded April 17, 2012 in the office of Cook County Recorder as Document #1210849013, on the real property commonly known as 23 E. North Avenue, Northlake, IL 60164 (the "Property"), (ii) that certain Assignment of Rents dated November 12, 2009, recorded December 8, 2009 in the office of Cook County Recorder as Document No. 0934255028 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the 3rd Renewal Note, 2nd Renewal Note, the 1st Renewal Note, the Mortgage, the Assignment of Rents, The Modifications of Mortgage, the Commercial Security Agreement and any and all other documents evidencing, securing and/or guarantying the Loan in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding 3rd Renewal Note principal balance is \$75,000.00 with authorized advances up to an aggregate limit of \$75,000.00.

D. The 3rd Renewal Note matured on July 12, 2012. The Borrower has requested that Lender extend the maturity date of the 3rd Renewal Note until December 12, 2012 and Lender is willing to extend the maturity date until December 12, 2012, on the terms and conditions set forth hereinafter.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

(a) The Maturity Date for the Loan is hereby amended and extended from July 12, 2012 to December 12, 2012. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean December 12, 2012.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. Renewal Note. Contemporaneously with the execution of this Agreement a promissory note of even date herewith shall be executed by Borrower (the "4th Renewal Note") in the principal amount of \$75,000.00, having a maturity date of December 12, 2012. The interest rate on the 4th Renewal Note is stated to be a variable interest rate of 0.50 percentage points over the index. The index currently is 3.25% per annum. NOTICE: Under no circumstances shall the interest rate be less than 6.00% per annum or more than the maximum rate allowed by applicable law. The 4th Renewal Note shall have a Balloon payment at maturity. The 4th Renewal Note shall restate and replace the 3rd Renewal Note and is not a repayment or novation of the 3rd Renewal Note, the 2nd Renewal Note, the 1st Renewal Note or of the Original Note. All references in any and all Loan Documents to the "Note" shall now include the 4th Renewal Note. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the 4th Renewal Note. All references to

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MODIFICATION OF MORTGAGE (Continued)

the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall include the 4th Renewal Note.

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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 12, 2012.

GRANTOR:

~~CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO~~

~~NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO US BANK, NA, FKA FIRSTAR BANK OF ILLINOIS, FKA FIRST COLONIAL TRUST COMPANY, SUCCESSORS TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 1323~~

~~NORTH STAR TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 05-03-1988 and known as North Star Trust Company, as Successor Trustee to US Bank, NA, FKA Firstar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323.~~

By: *[Signature]*
Trust Officer

By: *[Signature]*
Trust Officer



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MODIFICATION OF MORTGAGE (Continued)

LENDER:

DIAMOND BANK FSB

x [Signature]
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF IL)

) SS

COUNTY OF COOK)

***CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

On this 25th day of September, 2012 before me, the undersigned Notary Public, personally appeared Trust Officer, LIDIA MARINCA of North Star Trust Company, Trustee of North Star Trust Company, as Successor Trustee to US Bank, NA, FKA Firststar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323 and Trust Officer, LIDIA MARINCA of North Star Trust Company, Trustee of North Star Trust Company, as Successor Trustee to US Bank, NA, FKA Firststar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323, 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 [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Will)

On this 24th day of September, 2012 before me, the undersigned Notary Public, personally appeared Jeff Teague and known to me to be the SVP, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** 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 **Diamond Bank FSB**.

By J C Scardullo Residing at Diamond Bank
 Notary Public in and for the State of IL

My commission expires 6/18/13



PROPERTY OF COOK COUNTY CLERK'S OFFICE