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RECORDATION REQUESTED BY:

State Bank of Illinois
Mokena Facility
11100 Front St.
Mokena, IL 60448



WHEN RECORDED MAIL TO:

State Bank of Illinois
Mokena Facility
11100 Front St.
Mokena, IL 60448

Doc#: 1233908601 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2012 03:14 PM Pg: 1 of 5

FOR RECORDER'S USE ONLY

H2595824
This Modification of Mortgage prepared by:
Central Loans Operations
State Bank of Illinois
11100 Front St.
Mokena, IL 60448

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 12, 2012, is made and executed between State Bank of Illinois as Trustee under trust agreement dated August 28, 2002 and known as Trust No. 1-1219 (referred to below as "Grantor") and State Bank of Illinois, whose address is 11100 Front St., Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 18, 2007 as document No. 0719941155.

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

LOT 45 IN BLOCK 5 IN WESTHAVEN NORTH, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 AND IN THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 16017 Haven, Orland Hills, IL 60487. The Real Property tax identification number is 27-22-207-045-0000.

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

The word "Note" means the Promissory Note dated October 12, 2012 in the original principal amount of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.876% per annum. The Maturity date is October 5, 2017 and the Promissory Note dated October 12, 2012 in the original principal amount of \$26,686.39 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.876% per annum. The Maturity date is October 5, 2017.

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MODIFICATION OF MORTGAGE (Continued)

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The Grantor is State Bank of Illinois, Trustee under trust agreement dated August 28, 2002 and known as Trust No. 1-1219

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.

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 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.

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 of enforcement hereof or in 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

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(Continued)**

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

GRANTOR:

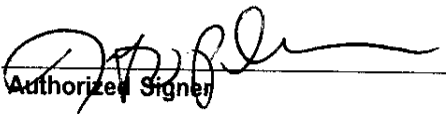
**STATE BANK OF ILLINOIS, TRUSTEE UNDER TRUST AGREEMENT DATED
AUGUST 28, 2002 AND KNOWN AS TRUST NO. 1-1219**

By: Elizabeth P. Marwick

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 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

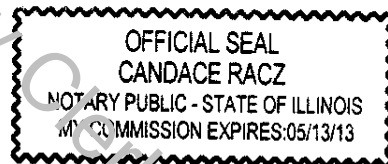
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 21st day of November, 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&T of State Bank of Illinois, Trustee under trust agreement dated August 28, 2002 and known as Trust No. 1-1219, 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 *Candace Racz* Residing at West Chicago, Illinois 60185

Notary Public in and for the State of Illinois
 My commission expires 05-13-13



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

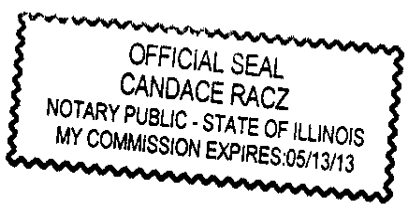
STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 10th day of October, 2012 before me, the undersigned Notary Public, personally appeared Jeff Pedersen and known to me to be the VP, 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 Candace Racz Residing at West Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 05-13-13



County Clerk's Office