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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2012 11:44 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
245 Waukegan Road
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Northbrook Bank & Trust Company, LOAN OPERATION
245 Waukegan Road
Northfield, IL 60093

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 12, 2012, is made and executed between FIRST MERIT BANK, N.A., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, not personally but as Trustee on behalf of FIRST MERIT BANK, N.A., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED JUNE 21, 1982, AND KNOWN AS TRUST NUMBER 82-06-3884 (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 12, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED OCTOBER 12, 2010 AND RECORDED NOVEMBER 23, 2010 AS DOCUMENT NUMBER 1032704150 AND 1032704151, RESPECTIVELY, WITH THE COOK COUNTY RECORDER OF DEEDS.

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

LOT 28 IN BLOCK 7 IN MC REYNOLD'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1427 N. Wood Street, Chicago, IL 60622. The Real Property tax identification number is 17-06-213-004-0000.

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

THE TOTAL OF ALL INDEBTEDNESS SO SECURED IS INCREASED TO AND SHALL NOT EXCEED ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,100,000.00).

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

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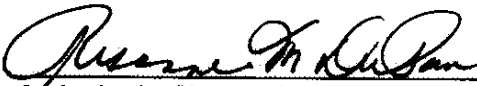
MODIFICATION OF MORTGAGE (Continued)

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 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:

FIRST MERIT BANK, N.A., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED JUNE 21, 1982, AND KNOWN AS TRUST NUMBER 82-06-3884 **And not personally**

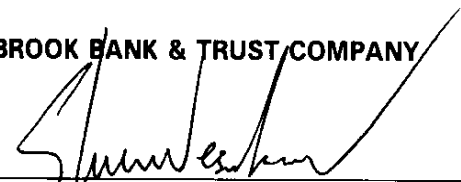
X By 

Rosanne M. DuPass
Asst Vice President & Trust Officer

Authorized Signer for **FIRST MERIT BANK, N.A., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED JUNE 21, 1982, AND KNOWN AS TRUST NUMBER 82-06-3884** **And not personally**

LENDER:

NORTHBROOK BANK & TRUST COMPANY

X 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

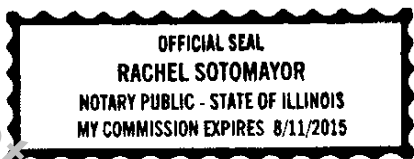
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 16th day of November, 2012 before me, the undersigned Notary Public, personally appeared Deborah M. Quinn, AVP & Trust Officer of **FIRST MERIT BANK, N.A., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED JUNE 21, 1992, AND KNOWN AS TRUST NUMBER 82-06-3884**, 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 10 Bond

Notary Public in and for the State of Illinois
 My commission expires 8/11/2015



TRUSTEE'S EXCULPATORY CLAUSE

FirstMerit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as Trustee, executes this Modification of Mortgage, not personally but solely as Trustee, under Trust Agreement Number 82-06-3884, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. FirstMerit Bank, N.A., successor trustee to Midwest Bank and Trust Company, as trustee, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding FirstMerit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as trustee, in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First Merit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as trustee, on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and releases, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

FirstMerit Bank, N.A. as successor trustee to Midwest Bank and Trust Company, as trustee, executes this document as Trustee, as aforesaid, has, to the best of its knowledge, no independent knowledge and had not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and Trustee's signature are attached, regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnification, or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is executed.

FirstMerit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as trustee, aforesaid, makes no statements, representations or warranties whatsoever regarding environmental matters or regarding mortgage clause entitled "HAZARDOUS SUBSTANCES". Refer to the exculpatory clause above.

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 16th day of November, 2012 before me, the undersigned Notary Public, personally appeared Sara Veselovsky and known to me to be the _____, authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & Trust Company** 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 **Northbrook Bank & Trust Company**.

By *M. C. Aloping* Residing at Northbrook

Notary Public in and for the State of IL

My commission expires 3/30/15



PROPERTY OF COOK COUNTY CLERK'S OFFICE