

# UNOFFICIAL COPY



Doc#: 1235255001 Fee: \$44.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/17/2012 09:08 AM Pg: 1 of 4

2/7

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
K. Ganjani, Loan Process  
Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

2012090879

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 6, 2012, is made and executed between James J. Bertucci and/or Carol A. Bertucci as trustees under the James J. Bertucci and Carol A. Bertucci Joint Tenancy Trust, dated 2-17-11 (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 6, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on ~~December 31, 2011~~ in the Cook County Recorder of Deeds as Document Number 1203133277. *January 31, 2012 DK*

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

Lot 19 in Wilson Place Subdivision of part of the Northeast quarter of Section 19, and part of the Northwest quarter of Section 20, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1830 N. Highland Avenue, Arlington Heights, IL 60004. The Real Property tax identification number is 03-20-117-008-0000.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:  
Decrease principal balance from \$190,000.00 to \$113,000.00

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$113,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means that certain Credit Agreement dated December 13, 2011 in the original principal amount of \$190,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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(Continued)**


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**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.

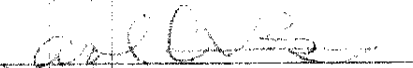
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 6, 2012.**

GRANTOR:

x

  
James J. Bertucci, Trustee of James J. Bertucci and/or Carol A. Bertucci Joint Tenancy Trust under the provisions of a Trust Agreement dated February 17, 2011

x

  
Carol A. Bertucci, Trustee of James J. Bertucci and/or Carol A. Bertucci Joint Tenancy Trust under the provisions of a Trust Agreement dated February 17, 2011

LENDER:

VILLAGE BANK &amp; TRUST

x

  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

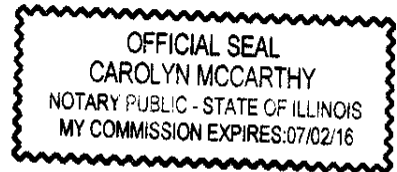
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 13<sup>th</sup> day of November, 2012 before me, the undersigned Notary Public, personally appeared **James J. Bertucci, Trustee of James J. Bertucci and/or Carol A. Bertucci Joint Tenancy Trust and Carol A. Bertucci, Trustee of James J. Bertucci and/or Carol A. Bertucci Joint Tenancy Trust**, 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 L17H

Notary Public in and for the State of Ill

My commission expires \_\_\_\_\_



Notary of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this NOV day of 2012, before me, the undersigned Notary Public, personally appeared JANE DREZEN and known to me to be the AVP, authorized agent for **Village Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust**, duly authorized by **Village Bank & Trust** 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 **Village Bank & Trust**.

By [Signature] Residing at ARC HTS  
 Notary Public in and for the State of \_\_\_\_\_  
 My commission expires 7-25-2013

PROPERTY OF COOK COUNTY CLERK'S OFFICE