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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

*Has 304835*

**Report Mortgage Fraud**  
**800-532-8785**



Doc#: 1235346097 Fee: \$48.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/18/2012 12:44 PM Pg: 1 of 6

The property identified as:

**PIN:** 08-34-400-026-0000

**Address:**

**Street:** 1250 Pratt Avenue

**Street line 2:**

**City:** Elk Grove Village

**State:** IL

**ZIP Code:** 60007

**Lender:** Oxford Bank

**Borrower:** North Star Trust

**Loan / Mortgage Amount:** \$405,744.72

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77170 et seq. because the application was taken by an exempt entity.

**Certificate number:** 584F5D25-8B88-4B89-B0B2-250D3B011C73

**Execution date:** 11/01/2011

**UNOFFICIAL COPY****ORIGINAL****MODIFICATION AGREEMENT**

# 8348957-3

**THIS MODIFICATION** made effective as of November 1, 2011, by and between North Star Trust Company, a part of the BMO Financial Group, not individually but as Trustee under trust Agreement dated April 17, 2006 and known as Trust No. 06-9576 and North Star Trust Company, a part of the BMO Financial Group, not individually, but as successor Trustee of the Grant S. Antink Trust dated November 20, 1984 as amended (collectively, "Borrowers") and Oxford Bank & Trust ("Lender").

**WITNESSETH:**

**WHEREAS**, Borrowers have executed and delivered to Lender that certain Note dated as of October 20, 2006 in the original principal sum of \$467,930.96 00 (the "Note"), which Note is secured by the Mortgage dated October 20, 2006 and recorded as document number 0631033117 with the Cook County recorder of Deeds on November 6, 2006 regarding the premises commonly known as 1250 Pratt Ave., Elk Grove Village, Illinois, the legal description of which is attached hereto and incorporated herein as Exhibit A and the collateral described therein ("Mortgage"), which Mortgage provides that it is security for all indebtedness owed by Borrowers as that term is defined therein; and

**WHEREAS**, under the terms of the aforesaid Note and Mortgage, the Indebtedness came due on November 1, 2011; and

**WHEREAS**, as of November 1, 2011, there remained due and owing to Lender from Borrowers on said Note the sum of \$406,933.00; and  
\$405,744.72

**WHEREAS**, Borrowers are desirous of modifying the terms of the aforesaid Note and Mortgage to extend the term of the loan for a final payout to be made to Lender on May 1, 2012 of all of the principal interest and other amounts as shall come due under the parties agreement with interest to accrue upon the aforesaid indebtedness at the rate as set forth in the October 20, 2006

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Note, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the sum of ten dollars and such other and further consideration, the mutual receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises of the parties hereto, **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct and the same are incorporated herein by reference.

2. The Note is hereby modified as follows:

A. The maturity date of said Note is hereby extended from November 1, 2011 to May 1, 2012;

B. The interest rate on the outstanding indebtedness shall continue to be calculated as set forth in the October 20, 2006 Note;

C. No other changes are made to the terms and conditions of the Note.

3. The Mortgage is hereby modified as follows:

A. The maturity date is hereby extended to May 1, 2012;

B. The security for said Mortgage shall be the real estate in Cook County, Illinois;

C. No other changes or modifications are made to the terms as set forth in said Mortgage.

4. Lender reserves the right, at its sole discretion, but not the obligation, to extend the Note and Mortgage for an additional 6 month term, subject to Lender's acceptable review and approval of the financial statements of Borrowers.

5. Except for the modifications stated herein, the Note and Mortgage and related documents are not otherwise changed, modified or amended.

6. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

7. The Borrowers hereby ratify and confirm their respective obligations and liabilities under the Note and Mortgage, which are hereby restated in their entirety and incorporated herein by reference, except as hereby modified. The liens and security interest created thereby shall continue in full force and effect. Borrowers acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations as so modified.

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8. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

9. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

10. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

**Borrower**

North Star Trust Company,  
a part of the BMO Financial Group,  
not individually but as Trustee  
under trust Agreement dated  
April 17, 2006 and known  
as Trust No. 06-9576

By: Robert M. Sawanaka S.V.P.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, 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 he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of North Star Trust Company, a part of the BMO Financial Group, Trustee, Trust dated April 17, 2006 and known as Trust Number 06-9576, for the uses and purposes set forth herein.

Given under my hand and notarial seal this 14<sup>th</sup> day of November, 2011.

Maritza Castillo  
Notary Public

My Commission Expires \_\_\_\_\_



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**Borrower**

North Star Trust Company,  
a part of the BMO Financial Group,  
not individually, but as successor  
Trustee of the Grant S. Antink Trust  
dated November 20, 1984 as amended

By: *Robert M. Sawonka Sr. V.P.***Lender**

Oxford Bank &amp; Trust

By: *Pete Kuplic V.P.*  
Pete Kuplic

This document prepared by  
and should be returned to:

Richard W. Laubenstein  
DiMonte & Lizak, LLC  
216 W. Higgins  
Park Ridge, IL 60068  
(847) 698-9600

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EXHIBIT A  
LEGAL DESCRIPTION

The West 46 feet of Lot 17, all of Lot 18 and the East 44 feet of Lot 19 in Centex Industrial Park Unit 22 in Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

PIN 08-34-400-026-0000

Commonly known as 1250 Pratt Ave., Elk Grove Village, Illinois

Property of Cook County Clerk's Office