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RECORDATION REQUESTED BY:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

Doc#: 1235422013 Fee: \$46.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/19/2012 09:58 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Central Loan Operations
First National Bank of LaGrange
620 W. Burlington Ave
LaGrange , IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2012, is made and executed between Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 10, 2002 and known as Trust Number 1111554 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 11, 2010 (the "Mortgage") which has been recorded in DuPage County, State of Illinois, as follows:

Recorded March 15, 2010 as Document #R2010-034429.

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

PARCEL 1: LOT 3 IN WILLOWBROOK OFFICE PARK, BEING A SUBDIVISION OF PART OF NORTHEAST AND SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 2001 AS DOCUMENT R2001-060529, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FOURTH ON THE PLAT OF WILLOWBROOK OFFICE PARK

The Real Property or its address is commonly known as 6815 Kingery Highway, Willowbrook, IL 60527. The Real Property tax identification number is 09-23-400-030-0000.

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

The interest rate is 4.891%

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

S P S M S E I N T C E

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(Continued)

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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 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 remain 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 8, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2002 AND KNOWN AS TRUST NUMBER 1111554

By: 
Trust Officer **SHEILA DAVENPOR**

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

X *Daniel Henneberry*
Daniel Henneberry, President

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)

On this 3RD day of December, 2012 before me, the undersigned Notary Public, personally appeared Trust Officer, SHEILA DAVENPORT of Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 10, 2002 and known as Trust Number 1111554, 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 *Mariana Vaca* Residing at _____

Notary Public in and for the State of _____

My commission expires _____



It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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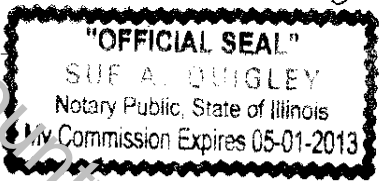
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 8th day of November, 2009 before me, the undersigned Notary Public, personally appeared **Daniel Hennebry** and known to me to be the **President**, authorized agent for **First National Bank of LaGrange** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of LaGrange**, duly authorized by **First National Bank of LaGrange** 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 **First National Bank of LaGrange**.

By [Signature] Residing at 600 W. Burlington Ave
 Notary Public in and for the State of Illinois LaGrange IL 60525
 My commission expires 5-1-2013



Cook County Clerk's Office