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Doc#: 1236208095 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/27/2012 12:25 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Inland Bank and Trust
2805 Butterfield Road, Suite
200
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

125305243

CTU-NE

This Modification of Mortgage prepared by:
Inland Bank and Trust
2805 Butterfield Road Suite 200
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 22, 2012, is made and executed between Chicago Title Land Trust Company, as successor Trustee to North Star Trust Company as successor Trustee to Mid Town Bank and Trust Company of Chicago under Trust agreement dated August 20, 1999 and known as Trust number 2273, whose address is 171 North Clark Street, Suite 575, Chicago, IL 60601 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 21, 2004 as document no. 0429533102 along with a Modification of Mortgage dated August 15, 2009 and recorded on September 16, 2009 as document no. 0925957203

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

LOT 26 IN BLOCK 9 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1876 N. Damen Avenue, Chicago, IL 60647. The Real Property tax identification number is 14-31-315-039-0000.

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

The definition of the "Note" as described in the "Mortgage" is hereby amended by the following:

Note. The word "Note" means the promissory note dated August 15, 2009 in the original principal amount of \$518,664.69, 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 hereby amended to a fixed rate of 6.000% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 23 regular payments of

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

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MODIFICATION OF MORTGAGE (Continued)

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\$3,373.03 each and one irregular last payment estimated at \$470,874.65. Borrower's next payment is due November 15, 2012, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due October 15, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is October 15, 2014.

The paragraph titled "Right of Redemption Provision" as further described below is hereby added to the above mentioned mortgage.

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 endorser 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.

RIGHT OF REDEMPTION PROVISION. Grantor(s) acknowledge the Rights of Reinstatement provided in 735 ILCS 5/15-1602 of the Illinois Mortgage Foreclosure Act and do hereby expressly waive those Rights of Reinstatement in accordance with 735 ILCS 5/15-1601. Grantors acknowledge the Rights of Redemption provided in 735 ILCS 5/15-1603 of the Illinois Foreclosure Act and do hereby expressly waive those Rights of Redemption in accordance with 735 ILCS 5/15-1601. These waivers do not apply to residential real estate occupied by the Grantor(s) as its (their) primary residence.

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 22, 2012.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY AS SUCCESSOR TRUSTEE TO MID TOWN BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST AGREEMENT DATED AUGUST 20, 1999 AND KNOWN AS TRUST NUMBER 2273

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-20-1999 and known as Chicago Title Land Trust Company As Successor Trustee to North Star Trust Company as Successor Trustee to Mid Town Bank and Trust Company of Chicago Under Trust Agreement Dated August 20, 1999 and known as Trust Number 2273



By: *Kenneth B...*
Authorized Signer for Chicago Title Land Trust Company

LENDER: **ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN**

INLAND BANK AND TRUST

X *[Signature]*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 20th day of November, 2012 before me, the undersigned Notary Public, personally appeared Kelli A. Beyer, Trust Officer of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company As Successor Trustee to North Star Trust Company as Successor Trustee to Mid Town Bank and Trust Company of Chicago Under Trust Agreement Dated August 20, 1999 and known as Trust Number 2273

, 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 Silvia Medina Residing at _____

Notary Public in and for the State of IL

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

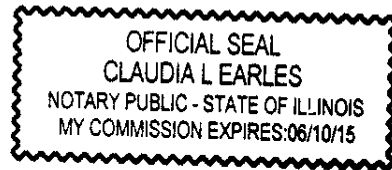
STATE OF Illinois)
) SS
 COUNTY OF will)

On this 21st day of November, 2012 before me, the undersigned Notary Public, personally appeared MICHAEL BOGARTY and known to me to be the AVP, authorized agent for Inland Bank and Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Inland Bank and Trust, duly authorized by Inland Bank and 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 Inland Bank and Trust.

By Claudia L. Earles Residing at _____

Notary Public in and for the State of Ill

My commission expires 6-10-15



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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 CHICAGO TITLE LAND TRUST CO., 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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