

UNOFFICIAL COPY



RECORDATION REQUESTED BY:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

Doc#: 1308850012 Fee: \$46.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 03/29/2013 10:40 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Marianne L. Wagener
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2013, is made and executed between Parkway Bank and Trust Company, not individually but as trustee u/t/n 14134, whose address is 4800 N. Harlem Ave., Harwood Heights, IL 60706 (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 17, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage recorded as document number 0608318071 in Cook County on March 24, 2006 and an Assignment of Rents recorded as document number 060318072 in Cook County on March 24, 2006 .

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 16121 South 94th Avenue, Orland Hills, IL 60462. The Real Property tax identification number is 27-22-103-007-0000, 27-22-103-042-0000, 27-22-103-053-0000, 27-22-103-054-0000 and 27-22-103-055-0000.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 12

LENDER DATED MARCH 21, 2013 IN THE PRINCIPAL FACE AMOUNT OF \$856,000.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED MARCH 21, 2012 IN THE PRINCIPAL FACE AMOUNT OF \$819,500.00 ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$ 1,712,000.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

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.

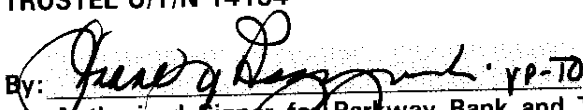
ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 21, 2013.

GRANTOR:

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.

PARKWAY BANK AND TRUST COMPANY, NOT INDIVIDUALLY BUT AS TRUSTEE U/T/N 14134

By:  VP-TO

Authorized Signer for Parkway Bank and Trust Company, not individually but as trustee u/t/n 14134

This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be the responsibility of any trust property which may be held thereunder and said Trustee shall not be personally liable for the performance or non-performance of the conditions of this agreement or for the validity or creation of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 12

(Continued)

Page 3

LENDER:

PARKWAY BANK AND TRUST COMPANY

X Marianne Y. Wang
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this 29th day of March, 2013 before me, the undersigned Notary Public, personally appeared DIANE Y. PESZCINSKI, VICE PRES - TRUSTOFFICER of Parkway Bank and Trust Company, not individually but as trustee u/t/n 14134, 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 4800 N HARLOW HARWOOD HTS IL

Notary Public in and for the State of ILLINOIS

My commission expires 10/05/15



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 12

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

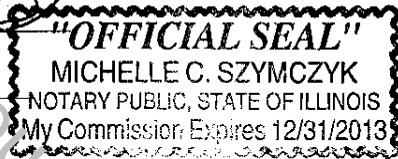
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 24th day of March, 2013 before me, the undersigned Notary Public, personally appeared Marianne L. Wagner and known to me to be the Vice President, authorized agent for **PARKWAY BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PARKWAY BANK AND TRUST COMPANY**, duly authorized by **PARKWAY BANK AND 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 **PARKWAY BANK AND TRUST COMPANY**.

By *[Signature]* Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 12/31/2013



County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Lots 1, 2 and 3 in Marcy's Resubdivision of the North 116.0 feet of Lot A in Owner's Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 84 feet of Lot A in Owner's Subdivision of part of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 36 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at a point in the West line of said Southeast 1/4 of the Northwest 1/4 of Section 22 that is 361.50 feet South of the Northwest corner of said Southeast 1/4, Northwest 1/4 of Section 22; thence South along the West line of the said Southeast 1/4, Northwest 1/4 of Section 22, a distance of 33 feet; thence South 90 degrees East 250 feet; thence North 33 feet; thence North 90 degrees West 250 feet to the point of beginning, all in Cook County, Illinois, (except the East 17 feet of the West 50 feet thereof conveyed to the County of Cook, by deed recorded as Document 99287535).