



Doc#: 1312349038 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/03/2013 12:52 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
245 Waukegan Road
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Northbrook Bank & Trust Company - LOAN OPERATIONS
245 Waukegan Road
Northfield, IL 60093

726884039
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 28, 2013, is made and executed between Glenn Janik and Patricia A. Janik, joints tenants, as to an undivided 1/2 interest and Robert Glascott, as to undivided 1/2 interest (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage with a 1-4 Family Rider (Assignment of Rents) dated October 15, 1999 and recorded on October 19, 1999 as Document Number 99979060, in favor of Lincoln Park Savings Bank and Lender, successor in-interest pursuant to the following:

"Northbrook Bank & Trust Company ("Lender"), successor pursuant to a Purchase and Assumption Agreement by and between FDIC, as the receiver of the Assets and Liabilities of Lincoln Park Savings Bank pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller and Lender as Buyer, dated April 23, 2010".

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

LOTS 1 AND 3 IN KNAPPS SUBDIVISION OF LOT 8 IN BLOCK 1 IN THE SUBDIVISION BY DAVID H WHEELER PHILO JUDSON AND OTHERS OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF SHERMAN AVENUE IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 828 Simpson Street, Evanston, IL 60201. The Real Property tax identification number is 11-18-103-011-0000.

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

- I. Change Successor and Assigns as stated above;
- II. Add the "Waiver of Right of Redemption" clause to this Mortgage;
- III. The Grantor shall be now known and shall be changed as stated above to adopt the recorded change reported in the conveyance of title; and

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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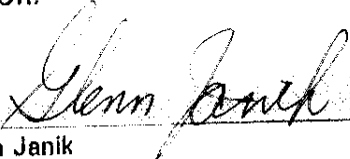
IV. Concurrent with this Modification of Mortgage, Borrower will execute a Promissory Note dated March 28, 2013, in the amount of \$314,410.40. This Promissory Note is a replacement for, renews the debt evidenced by that certain Note dated October 15, 1999, in the amount of \$409,500.00 and is not a repayment or novation thereof, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.500% based on a year of 360 days. Payment of the Note shall be made in accordance to payment schedule detailed in the Note. Payments include Principal and Interest. The Maturity date of the Note is April 1, 2018..

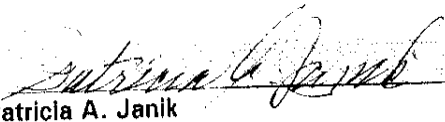
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.


WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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 28, 2013.

GRANTOR:

X 
Glenn Janik

X 
Patricia A. Janik

X 
Robert Glascott

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

NORTHBROOK BANK & TRUST COMPANY

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Glenn Janik; Patricia A. Janik; and Robert Glascott, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of March, 2013.

By *Miriam Martinez* Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/17/2013



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 28th day of March, 2013 before me, the undersigned Notary Public, personally appeared James McInnes and known to me to be the VP, authorized agent for Northbrook Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Northbrook Bank & Trust Company, duly authorized by Northbrook Bank & 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 Northbrook Bank & Trust Company.

By Miriam Martinez Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/17/2013



Cook County Clerk's Office