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**RECORDATION REQUESTED BY:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173



Doc#: 1314055123 Fee: \$46.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 05/20/2013 12:53 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

**\*CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

CITLC

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 18, 2012, is made and executed between North Star Trust Company, Successor to American Midwest Bank and Trust Company, f/k/a Melrose Park Bank and Trust, not personally but as Trustee on behalf of North Star Trust Company, Successor to American Midwest Bank and Trust Company, f/k/a Melrose Park Bank and Trust Land Trust Number 6201, whose address is 500 W. Madison Street, Chicago, IL 60661 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 18, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded January 21, 2010 in the office of the Cook County Recorder as Document #1002105155.

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

**PARCEL 1:**

LOT 1 IN INFINITY RESUBDIVISION OF LOT 693 IN ORLAND GOLF VIEW UNIT 9-A, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EAST 48.79 FEET OF LOT 692 IN ORLAND GOLF VIEW UNIT 9-A, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8500 W. 159th Street, Orland Park, IL 60462. The Real Property tax identification number is PARCEL 1: 27-14-313-036; PARCEL 2: 27-14-313-035.

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

**RECITALS:**

ACCOMMODATION

PRECISION TITLE DB051813-8

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## MODIFICATION OF MORTGAGE (Continued)

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A. Lender made a loan (the "Loan") to Borrowers in the principal amount of \$1,400,000, as evidenced by a Promissory Note dated December 18, 2009, in the principal amount of the Loan made payable by Borrowers to the order of Lender (as amended, modified or replaced from time to time, the "Note").

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property located at 8500 W. 159th Street, Orland Park, IL 60462 (the "Property"), (ii) that certain Assignment of Rents dated December 18, 2009, recorded January 21, 2010 in the office of the Cook County Recorder as Document No. 1002105156 (the "Assignment of Rents") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranties and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$1,241,220.76

D. The Note matured on December 18, 2012. The Borrowers have requested that Lender extend the maturity date until December 18, 2017 and Lender is willing to extend the maturity date until December 18, 2017, on the terms and conditions set forth hereinafter.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Extension of the Maturity Date.**

a) The Maturity Date of the Note is hereby amended and extended from December 18, 2012 to December 18, 2017. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean December 18, 2017.

#### **2. Renewal Note.**

Contemporaneously with the execution of this Agreement a promissory note of even date herewith shall be executed by Borrowers in the principal amount of \$1,241,220.76, having a maturity date of December 18, 2017. The Interest rate on the Promissory Note dated December 18, 2012 is stated to be 4.25% per annum. The Note shall have a Balloon payment at maturity. This Note shall restate and replace the Promissory Note dated December 18, 2009 in the principal amount of \$1,400,000. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated December 18, 2012. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall include the Promissory Note dated December 18, 2012.

#### **3. Event of Default.**

The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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 DECEMBER 18, 2012.**

GRANTOR:

**\*CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

*CALTC*

**NORTH STAR TRUST COMPANY, SUCCESSOR TO AMERICAN MIDWEST BANK AND TRUST COMPANY, F/K/A MELROSE PARK BANK AND TRUST LAND TRUST NUMBER 6201**



**\*NORTH STAR TRUST COMPANY, SUCCESSOR TO AMERICAN MIDWEST BANK AND TRUST COMPANY, F/K/A MELROSE PARK BANK AND TRUST, not personally but as Trustee under that certain trust agreement dated 11-13-1989 and known as North Star Trust Company, Successor to American Midwest Bank and Trust Company, f/k/a Melrose Park Bank and Trust Land Trust Number 6201.**

By: *Sheila Duffort*  
Trust Officer

LENDER:

DIAMOND BANK FSB

x *J. B. Teer*  
Authorized Officer

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)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois ) **\*CHICAGO TITLE LAND TRUST COMPANY**  
 ) **AS SUCCESSOR TRUSTEE TO**  
 COUNTY OF COOK ) **SS** **CTLTC**

On this 29<sup>th</sup> day of April, 2013 before me, the undersigned Notary Public, personally appeared Trust Officer, SHEILA DAVENPORT of North Star Trust Company, Successor to American Midwest Bank and Trust Company, f/k/a Melrose Park Bank and Trust, Trustee of North Star Trust Company, Successor to American Midwest Bank and Trust Company, f/k/a Melrose Park Bank and Trust Land Trust Number 6201, 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 \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 5/23/2015



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Will )

On this 25<sup>th</sup> day of February, 2013 before me, the undersigned Notary Public, personally appeared Jeff Teague and known to me to be the SVP, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** 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 **Diamond Bank FSB**.

By JC Scardullo Residing at Diamond Bank

Notary Public in and for the State of IL

My commission expires 6/18/13



PROSTATE OF COOK COUNTY  
 Clerk's Office