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RECORDATION REQUESTED BY:

Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523



Doc#: 1325946093 Fee: \$44.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/16/2013 12:48 PM Pg: 1 of 4

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Oxford Bank & Trust
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1111 W. 22nd Street, Suite
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Oak Brook, IL 60523

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This Modification of Mortgage prepared by:

Michelle Kras, Operations Officer RDS 8351202-3
Oxford Bank & Trust
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 28, 2013, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee under that certain trust agreement dated August 6, 2008 and known as Chicago Title Land Trust Company U/T/A #8002351434 dated August 6, 2008, whose address is 5215 Old Orchard Road, STE 220, Skokie, IL 60077 (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 18, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 13, 2010 by the cook county recorder of deeds and know as recording #1034708293.

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

THAT PART OF LOT 60 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 60, 0.28 FEET EASTERLY AS MEASURED ALONG SAID SOUTHERLY LINE OF THE SOUTHWESTERLY CORNER THEREOF AND RUNNING THENCE NORTHERLY ALONG THE WESTERLY FACE OF A BRICK BUILDING AND SAID WESTERLY FACE EXTENDED NORTHERLY TO A POINT IN THE NORTHERLY LINE OF SAID LOT 60, 0.14 FEET EASTERLY AS MEASURED ALONG SAID NORTHERLY LINE, OF THE NORTHWESTERLY CORNER OF SAID LOT 60 AND LOT 61 IN VOLK BROTHERS 4TH ADDITION TO SCHILLER PARK, BEING A SUBDIVISION OF PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40

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(Continued)**

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NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY AS PER PLAT THEREOF RECORDED NOVEMBER 28, 1923 AS DOCUMENT NUMBER 8201230 SITUATED IN THE VILLAGE OF SCHILLER PARK, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9450 W. Irving Park Rd., Schiller Park, IL 60176. The Real Property tax identification number is 12-15-311-025-0000 & 12-15-311-026-0000.

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

Extend the maturity date from September 25, 2013 to June 25, 2018. The interest rate is being changed from a fixed rate of 6.89% to a fixed rate of 4.75%. New monthly principal and interest payments in the amount of \$3,016.00 will be due on the July 25, 2013 and will continue until paid in full or loan maturity. A prepayment penalty of 3%, 2%, 1%, 1%, 1% shall be enforced unless the property is sold to a third party. All other terms and conditions shall 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 endorers 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 JUNE 28, 2013.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-06-2008 and known as Chicago Title Land Trust Company U/T/A #8002351434 dated August 6, 2008.

By:  **JOSEPH F. SOCHACKI**
Trust Officer
Authorized, Trust Officer of Chicago Title Land Trust Company

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 releasing said Trustee, personally and 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 in its capacity and in the name 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)

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LENDER:

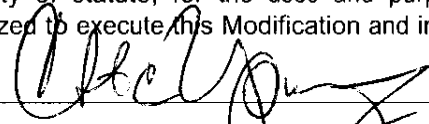
OXFORD BANK & TRUST

X 
Authorized Signer

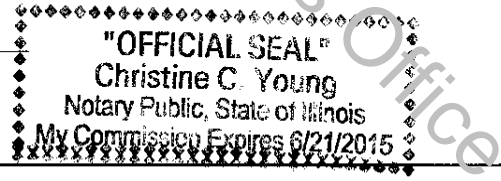
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 24 day of July, 2013 before me, the undersigned Notary Public, personally appeared **Authorized, Trust Officer of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company U/T/A #8002351434 dated August 6, 2008**, 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  Residing at 3215 OLD DELAWARE RD
SEE #405, SKOKIE IL 60077
Notary Public in and for the State of Illinois

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)

) SS

COUNTY OF DeKalb)

On this 28th day of June, 2013 before me, the undersigned Notary Public, personally appeared Ralph Schelowitzky and known to me to be the V.P., authorized agent for **Oxford Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Oxford Bank & Trust**, duly authorized by **Oxford Bank & 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 **Oxford Bank & Trust**.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 2-16-17



CLERK'S OFFICE OF COOK COUNTY