

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First National Bank of  
LaGrange  
620 W. Burlington Ave.  
La Grange, IL 60525



Doc#: 133119112 Fee: \$46.25  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 11/07/2013 02:14 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

First National Bank of  
LaGrange  
620 W. Burlington Ave.  
La Grange, IL 60525

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Central Loan Operations  
First National Bank of LaGrange  
620 West Burlington Avenue  
LaGrange, IL 60525

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 23, 2013, is made and executed between Christi A Aulisa as Trustee of The Christi A Aulisa Living Trust Dated July 4, 1998, whose address is 505 N Edgewood Ave, La Grange Park, IL 60526-5509 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 14, 2004 as Document Number 0428803030.

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

**LOT 9 AND THE SOUTH 1/2 OF LOT 10 IN BLOCK 'G' IN NORTH EDGEWOOD PARK A SUBDIVISION OF THE NORTH 1305.6 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1926 AS DOCUMENT 9347007, IN COOK COUNTY, ILLINOIS**

The Real Property or its address is commonly known as 505 N Edgewood Ave, La Grange Park, IL 60526-5509. The Real Property tax identification number is 15-32-404-005-0000 & 15-32-404-021-0000.

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

The maturity date of the Credit Agreement is December 23, 2013.

The Section titled "Arbitration" of the Existing Mortgage shall be deleted in its entirety and replaced with the following:

**"JURISDICTION: VENUE.** Grantor and all persons and entities in any manner obligated to Lender under the Note, this Mortgage and any Related Documents irrevocably submit to the jurisdiction of: (a) any state or federal court sitting in the state of Illinois over any suit, action, or proceeding, brought by Grantor against Lender, arising out of or relating to the Note, this Mortgage or any Related Document; (b) any state or

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(Continued)**

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federal court sitting in the state of Illinois over any suit, action or proceeding, brought by Lender against Grantor, arising out of or relating to any of the Note, this Mortgage or any Related Document; (c) any state court sitting in the county of the state of Illinois over any suit, action or proceeding, brought by Lender to exercise its power to foreclose the Property or any action brought by Lender to enforce its rights with respect to any other collateral under the Loan Documents, and (d) consents to service of process by any means authorized by the law of the state of Illinois or federal law. Grantor irrevocably waives, to the fullest extent permitted by law, any objection that Grantor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**WAIVER OF JURY TRIAL.** Grantor waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with the note, this mortgage or any related document, any rights, remedies, obligations, or duties hereunder, or the performance of enforcement hereof or thereof. Except as prohibited by law, Grantor waives any right which it may have to claim or recover in any litigation referred to in the proceeding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Grantor (i) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Mortgage, and (ii) acknowledges that .

**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.

**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 23, 2013.**

GRANTOR:

THE CHRISTI A AULISA LIVING TRUST DATED JULY 4, 1998

By:



Christi A Aulisa, Trustee of The Christi A Aulisa Living Trust  
Dated July 4, 1998

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

X *Karen A. Mitchell*  
Karen A Mitchell, Senior Vice President

### TRUST ACKNOWLEDGMENT

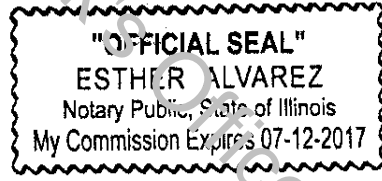
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 23rd day of June, 2013 before me, the undersigned Notary Public, personally appeared **Christi A Aulisa, Trustee of The Christi A Aulisa Living Trust Dated July 4, 1998**, 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 *Esther Alvarez* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-12-2017



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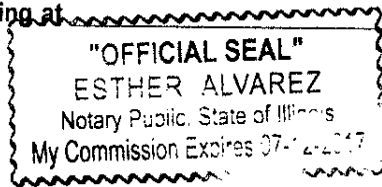
## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 COUNTY OF Cook ) SS  
 )

On this 23<sup>rd</sup> day of June, 2013 before me, the undersigned Notary Public, personally appeared **Karen A Mitchell** and known to me to be the **Senior Vice President**, authorized agent for **First National Bank of LaGrange** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of LaGrange**, duly authorized by **First National Bank of LaGrange** 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 **First National Bank of LaGrange**.

By *Esther Alvarez* Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois  
 My commission expires 2-17-2017



Cook County Clerk's Office