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Doc#: 1407949038 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/20/2014 01:34 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**  
Schaumburg Bank & Trust  
Company, N.A.  
1180 East Higgins Road  
Schaumburg, IL 60173

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Schaumburg Bank & Trust Company, N.A.  
1180 East Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 13, 2014, is made and executed between Greg Albiero, Trustee under The Greg Albiero Living Trust dated January 16, 2006 as to an undivided 50% and Mark Zampardo, Trustee under The Mark Zampardo Living Trust dated January 16, 2006 as to an undivided 50% (referred to below as "Grantor") and Schaumburg Bank & Trust Company, N.A., whose address is 1180 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 30, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 30, 2000 as Document No. 00674810 in the Recorder's Office of Cook County, Illinois

Pursuant to the following:

Schaumburg Bank & Trust Company, N.A. as successor to Diamond Bank FSB.

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

LOT 14 IN A. WISNER'S SUBDIVISION OF BLOCKS 1 AND 2 OF THE WEST 1/2 OF OUTLOT 7 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1133 West George Street, Chicago, IL 60657. The Real Property tax identification number is 14-29-233-016.

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

The following language shall be added to the Mortgage and made a part thereof:

**CROSS-COLLATERALIZATION.** IN ADDITION TO THE NOTE, THIS MORTGAGE SECURES ALL OBLIGATIONS, DEBTS AND LIABILITIES, PLUS THEREON, OF EITHER GRANTOR OR BORROWER TO LENDER, OR ANY ONE OR MORE OF THEM, AS WELL AS ALL CLAIMS BY LENDER AGAINST BORROWER

PRECISION TITLE PTC16 842TS

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(Continued)**

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AND GRANTOR OR ANY ONE OR MORE OF THEM, WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER RELATED OR UNRELATED TO THE PURPOSE OF THE NOTE, WHETHER VOLUNTARY OR OTHERWISE, WHETHER DUE OR NOT DUE, DIRECT OR INDIRECT, DETERMINED OR UNDETERMINED, ABSOLUTE OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, WHETHER BORROWER OR GRANTOR, MAY BE LIABLE INDIVIDUALLY OR JOINTLY WITH OTHERS, WHETHER OBLIGATED AS GUARANTOR, SURETY, ACCOMMODATION PARTY OR OTHERWISE, AND WHETHER RECOVERY UPON SUCH AMOUNTS MAY BE OR HEREAFTER MAY BECOME OTHERWISE ENFORCEABLE.

GRANTOR PRESENTLY ASSIGNS TO LENDER ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL PRESENT AND FUTURE LEASES OF THE PROPERTY AND ALL RENTS FROM THE PROPERTY. IN ADDITION GRANTOR GRANTS TO LENDER A UNIFORM COMMERCIAL CODE SECURITY INTEREST IN THE PERSONAL PROPERTY AND RENTS.

**DUE ON SALE-CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any written part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real Property or any right, title or interest in the Real Property; whether legal beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed installment sale contract, land contract, contract or deed, leasehold interest with a term greater than three (3) years, lease option contract, or by sale assignment, or transfer or any beneficial interest in or any land trust holding title to Real Property, or by any other method of conveyance of an interest in the real property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by Federal law or by Illinois law.

**WAIVER OF RIGHT OF REDEMPTION:** NOT WITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735ILCS 5/15-1601(B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, AND ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSON PERMITTED TO REDEEM THE PROPERTY

The definition of the Lender shall be amended and restated as follows:

**Lender:** The word "Lender" means **Schaumburg Bank & Trust Company, N.A.**

**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 endorser 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.

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## MODIFICATION OF MORTGAGE (Continued)


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 13, 2014.

GRANTOR:

THE GREG ALBIERO LIVING TRUST

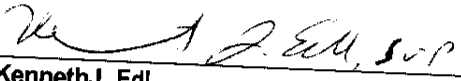
By:   
Greg Albiero, Trustee of The Greg Albiero Living Trust

THE MARK ZAMPARDO LIVING TRUST

By:   
Mark Zampardo, Trustee of The Mark Zampardo Living Trust

LENDER:

SCHAUMBURG BANK & TRUST COMPANY, N.A.

X   
Kenneth J. Edl

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## MODIFICATION OF MORTGAGE (Continued)

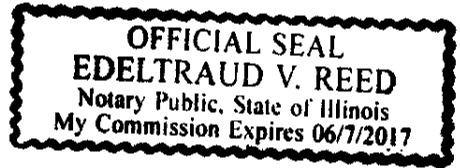
### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 13<sup>th</sup> day of FEBRUARY, 2014 before me, the undersigned Notary Public, personally appeared Greg Albiero, Trustee of The Greg Albiero Living Trust, 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 Edeltraud V. Reed Residing at PALATINE, IL  
 Notary Public in and for the State of ILLINOIS

My commission expires 6-7-2017



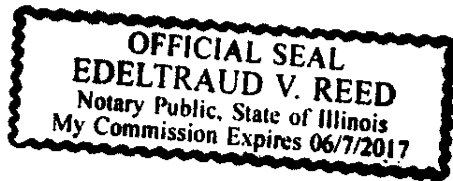
### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 13<sup>th</sup> day of FEBRUARY, 2014 before me, the undersigned Notary Public, personally appeared Mark Zampardo, Trustee of The Mark Zampardo Living Trust, 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 Edeltraud V. Reed Residing at PALATINE, IL  
 Notary Public in and for the State of ILLINOIS

My commission expires 6-7-2017



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS  
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On this 15<sup>th</sup> day of FEBRUARY, 2014 before me, the undersigned Notary Public, personally appeared **Kenneth J. Edl** and known to me to be the SR. VICE PRESIDENT, authorized agent for **Schaumburg Bank & Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Schaumburg Bank & Trust Company, N.A.**, duly authorized by **Schaumburg Bank & Trust Company, N.A.** 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 **Schaumburg Bank & Trust Company, N.A.**

By Edeltraud V. Reed Residing at PAVATINE, IL

Notary Public in and for the State of ILLINOIS

My commission expires 6-7-2017

