

RECORDATION REQUESTED BY:

State Bank of Illinois
Mokena Facility
11100 Front St.
Mokena, IL 60448

WHEN RECORDED MAIL TO:

State Bank of Illinois
West Chicago Facility
600 E. Washington St.
West Chicago, IL 60185

FOR RECORDER'S USE ONLY

H25330680

This Modification of Mortgage prepared by:

Central Loan Operations
State Bank of Illinois
11100 Front St.
Mokena, IL 60448

Chicago Title

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 16, 2014, is made and executed between Richard R. Barz, whose address is 19621 S Glennell Ave, Mokena, IL 60448 (referred to below as "Grantor") and State Bank of Illinois, whose address is 11100 Front St., Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 16, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 2, 2008 as Document Number 0812305039.

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

LOT 81 IN MATTESON HIGHLANDS UNIT NO. 1, BEING A SUBDIVISION OF THE SOUTH 1350 FEET OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 250 FEET OF THE EAST 475 FEET AND EXCEPT MATTESON HIGHLANDS AS PER PLAT RECORDED AS DOCUMENT 18525670) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4329 Applewood Lane, Matteson, IL 60443. The Real Property tax identification number is 31-22-205-002-0000.

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

The interest rate of the Note is 6.259% per annum.

Maturity date of the Note is January 16, 2017.

Cross Default Clause. The Indebtedness of the Borrower or Grantor to Lender shall be cross defaulted with all obligations, debts and liabilities, plus interest thereon, 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

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MODIFICATION OF MORTGAGE (Continued)

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hereafter may become barred by any statute of limitations and whether the obligation to repay such amounts may be or hereafter may become otherwise enforceable.

Cross-Collateralization. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower 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 barred by any statute of limitations, and whether the obligations to repay such amounts may be or hereafter may become otherwise unenforceable.

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 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 Lender .

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.

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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 JANUARY 16, 2014.

GRANTOR:

X 
Richard R Barz

LENDER:

STATE BANK OF ILLINOIS

X 
Jeffrey Peterson, Vice President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Will)

On this day before me, the undersigned Notary Public, personally appeared Richard R Barz, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of February, 2014.

By Mary J Mackenzie

Residing at Frankfort, IL

Notary Public in and for the State of Illinois

My commission expires May 6, 2014



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

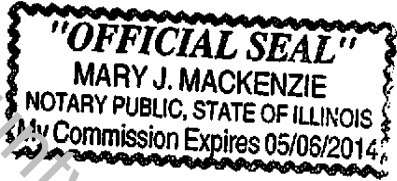
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 28th day of February, 2014 before me, the undersigned Notary Public, personally appeared Jeffrey Pedersen and known to me to be the Vice President, authorized agent for State Bank of Illinois that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of State Bank of Illinois, duly authorized by State Bank of Illinois 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 State Bank of Illinois.

By Mary J Mackenzie Residing at Frankfort IL

Notary Public in and for the State of Illinois

My commission expires May 6, 2014



PROPER COPY OF COOK COUNTY Clerk's Office