

# UNOFFICIAL COPY



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/12/2014 10:37 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:  
Northbrook Bank & Trust  
Company  
245 Waukegan Road  
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Northbrook Bank & Trust Company - Loan Operations  
245 Waukegan Road  
Northfield, IL 60093

tr 1884578

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2014, is made and executed between James A. Ruckstaetter and Patricia S. Ruckstaetter, husband and wife as tenants by the entirety (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 1, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated July 1, 2010 and recorded November 16, 2010 as document number 1032056010, and pursuant to the following:

Northbrook Bank & Trust Company ("Lender"), successor pursuant to a Purchase and Assumption Agreement by and between FDIC, as the receiver of the Assets and Liabilities of Community First Bank-Chicago pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller and Lender as Buyer, dated February 4, 2011.

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

LOT 13 IN THE SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 25 IN SHEFFIELD ADDITION IN SECTION 31, 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 1633 N. Paulina Street, Chicago, IL 60622. The Real Property tax identification number is 14-31-430-011-0000.

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

- Change Successors and Assigns as stated above; and
- Add Waiver of Right of Redemption clause.

**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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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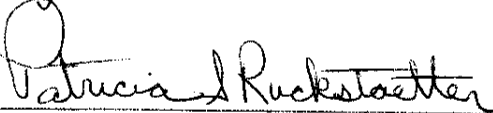
respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit 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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 1, 2014.**

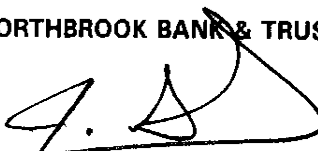
GRANTOR:

x   
James A. Ruckstaetter

x   
Patricia S. Ruckstaetter

LENDER:

NORTHBROOK BANK &amp; TRUST COMPANY

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **James A. Ruckstaetter and Patricia S. Ruckstaetter**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

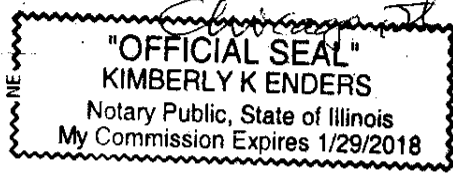
Given under my hand and official seal this 14<sup>th</sup> day of July, 2014.

By Kimberly K. Enders

Residing at 161 W. Clark #4200  
Chicago, IL 60603

Notary Public in and for the State of Illinois

My commission expires 1/29/2018



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 22nd day of July, 2014 before me the undersigned Notary Public, personally appeared Jeff Gatus and known to me to be the S.S.P., authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & Trust Company** 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 **Northbrook Bank & Trust Company**.

By Cindy M. Dodd

Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 6/1/15

