

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004



Doc#: 1615549005 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/03/2016 08:46 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Wintrust Financial Corp.  
Middle Market Loan Servicing  
9700 W. Higgins Rd. 9th Floor  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Middle Market Credit Administration, Loan Documentation Specialist  
Wintrust Financial Bank  
9700 West Higgins, 9th Floor  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 28, 2011 is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee under Trust Agreement dated January 10, 1997 and known as Trust No. 97-000, whose address is 10 S. LaSalle St., ST#2750, Chicago, IL 60603 (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 28, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

and recorded on May 11, 2011 in the office of the Cook County Recorder of Deeds as Document No. 1113149059.

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

LOTS 1, 2, 3, 4, & 5 IN BLOCK 10 OF HARLEM PARK SUBDIVISION NO. 1, BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 242 Waukegan Road, Glenview, IL 60025. The Real Property tax identification number is 10-07-311-037-0000 and 10-07-311-038-0000.

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

**Modification of Maximum Lien.** The section captioned "Maximum Lien" on page one (1) of the Mortgage is hereby amended to: At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$70,000.00.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 28, 2016.**

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE,  
TRUST NO. 97-000**

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 01-10-1997 and known as Chicago Title Land Trust Company, as Successor Trustee, Trust No. 97-000.

By:  Trust Officer  
Authorized Signer for Chicago Title Land Trust Company

LENDER:

VILLAGE BANK & TRUST

X   
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

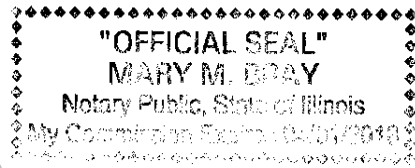
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 14th day of May, 2016 before me, the undersigned Notary Public, personally appeared Eva Higi, Trust Officer of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee, Trust No. 97-000, 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 Mary M. Bray Residing at 1701 Golf Rd., Rolling Meadows, IL  
 Notary Public in and for the State of Illinois 60008

My commission expires \_\_\_\_\_



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

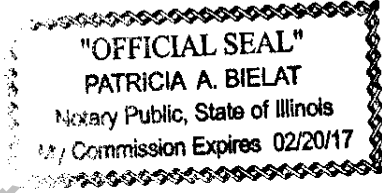
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 COUNTY OF Cook ) SS  
 )

On this 28<sup>th</sup> day of April, 2016 before me, the undersigned Notary Public, personally appeared Michael Mulder and known to me to be the VP, authorized agent for **Village Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust**, duly authorized by **Village 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 **Village Bank & Trust**.

By Patricia Bielat Residing at Arlington Hts  
 Notary Public in and for the State of Ill

My commission expires 2/20/17



Cook County Clerk's Office