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Doc#: 1616557092 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/13/2016 11:04 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

**FNBC Bank and Trust
LaGrange
620 W Burlington Ave
LaGrange, IL 60525**

WHEN RECORDED MAIL TO:

008473421

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 May 27, 2016 is made and executed between Ann Marie Calistro (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W Burlington Ave, LaGrange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 27, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 8, 2009 in the office of the Cook County Recorder of Deeds as document #0915933116.

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

LOT 20 IN BLOCK 11 IN SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5224 Ellington Avenue, Western Springs, IL 60558-2035. The Real Property tax identification number is 18-08-312-036-0000.

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

The Borrower and Lender mutually agree that the Mortgage is modified as follows:

1) The Section titled "Arbitration" on page 9 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 Credit Agreement, 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 Credit Agreement, 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 Credit Agreement, this Mortgage or any Related Document; (c) any state court sitting in the county of the state of Illinois over any suit,

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MODIFICATION OF MORTGAGE (Continued)

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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 Credit Agreement, THIS MORTGAGE OR ANY RELATED DOCUMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR 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 is relying upon, among other things, such waivers and certifications."

2) The following language is hereby added to the mortgage:

CROSS DEFAULT. The indebtedness of the Borrower or Grantor to Lender shall be cross defaulted with all obligations, debts and liabilities, plus interest thereon, whether related or unrelated to the purpose of the Credit Agreement, 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 obligation to repay such amounts may be or hereafter may become otherwise enforceable.

CROSS-COLLATERALIZATION. In addition to the Credit Agreement, this Modification of 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 Credit Agreement, 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 part 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.

3) The maturity date of the Credit Agreement is hereby extended to February 27, 2017.

All other terms and conditions remain unchanged.

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

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MODIFICATION OF MORTGAGE (Continued)

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 MAY 27, 2016.

GRANTOR:

x *Ann Marie Calistro*
Ann Marie Calistro

LENDER:

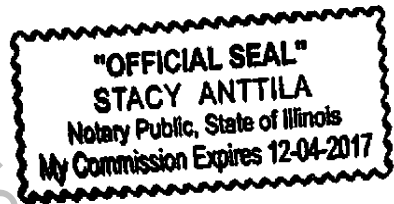
FNBC BANK AND TRUST

X *[Signature]*
Stacy Anttila, A.V.P. Retail Loan Specialist

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared Ann Marie Calistro, 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 27 day of May, 2016.

By *[Signature]* Residing at Rainfield

Notary Public in and for the State of IL

My commission expires 12.4.17

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 27th day of MAY, 2016 before me, the undersigned Notary Public, personally appeared Stacy Anttila and known to me to be the A.V.P. Retail Loan Specialist, authorized agent for FNBC Bank and Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FNBC Bank and Trust, duly authorized by FNBC Bank and 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 FNBC Bank and Trust.

By Mary Carol Tlusty Residing at 630 W. BURLINGTON AVE
LABRANGE, IL 60525
 Notary Public in and for the State of ILLINOIS
 My commission expires 8-01-2018

