

# UNOFFICIAL COPY

Doc#: 1828506078 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/12/2018 10:38 AM Pg: 1 of 6

Prepared by and Mail to:  
Central Federal Savings & Loan Association  
5953 W. Cermak Road  
Cicero IL 60804  
Attn: Loan Servicing Dept.

## MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT, dated **September 25, 2018** ("Agreement"), is entered into by and between **Central Federal Savings & Loan Association**, which is organized and existing under the laws of the United States of America (the "Lender"), and **Chicago Title Land Trust Company** (the "Mortgagor"), as successor to LaSalle Bank National Association, as Trustee under Trust Agreement dated October 25, 1985 and known as Trust Number 850748 ("Trust"). The Lender and the Mortgagor may be referred to individually as a "party" and collectively as the "parties".

### RECITALS

WHEREAS, the Lender is the owner of an open-end line of credit that was provided to the beneficiary of the Trust by the Lender, which line of credit is evidenced, among other loan documents, by a HOME EQUITY LINE AGREEMENT AND DISCLOSURE STATEMENT made by the Beneficiary (as hereinafter defined) and delivered to the Lender, dated September 24, 2008 (the "Note"), secured by a Mortgage, executed and delivered to Lender on September 22, 2008, by the Mortgagor, as Trustee under the Trust and for the benefit of the beneficiary of the Trust (the "Beneficiary"), and recorded in the office of the Cook County Recorder of Deeds, as Document No. 0828146023 (the "Mortgage"), against the real estate described in the attached Exhibit A (the "Property"), collectively the Note and Mortgage hereinafter referred to as the "Loan";

WHEREAS, the Beneficiary has requested that Lender modify and extend the maturity of the Note and Mortgage pursuant to a Modification and Extension Agreement, of even date herewith between the Beneficiary and Lender (the "Modification Agreement") and Lender has agreed to enter into the Modification Agreement; and

WHEREAS, the Mortgagor, as Trustee under the Trust and for the benefit of Beneficiary, and Lender desire to modify the Mortgage as set forth in this Agreement and pursuant to the Modification Agreement;

NOW THEREFORE, in consideration of the mutual promises, the covenants herein

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contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Terms Modification.** For the duration of this Agreement and Modification Agreement, the Lender and Mortgagor agree to modify the terms of the Mortgage as follows:

(a) To the extent covered by the Mortgage, any draw period authorized, additional credit advances or authorization for use of credit line checks, or transaction requirements are hereby terminated and it is expressly understood and agreed that no additional funds shall be advanced by the Lender under the Loan, including as Principal is repaid in accordance with this Agreement.

(b) The Maturity Date of the Mortgage is hereby extended to **September 1, 2033** ("Extended Maturity Date").

**2. Loan Remains in Full Force and Effect.** In all other respects, the Mortgage shall remain unchanged and in full force and effect until the Note, as modified by the Modification Agreement, is satisfied in full and all of Mortgagor's and Beneficiary's liabilities and obligations under the Loan and other loan documents are fully satisfied. The Mortgage continues to secure the due and punctual payments of the Note, as modified by the Modification Agreement. None of Mortgagor's obligations or liabilities under the Mortgage shall be diminished or released by any provisions herein. Any inserted terms, changes or additions to this Agreement will immediately render it null and void. Mortgagor is encouraged to review this Agreement with its legal advisor prior to signing it, but by signing the below Mortgagor has voluntarily signed this Agreement.

**3. Loan Validity.** Mortgagor warrants and certifies that to the best of its knowledge the indebtedness evidenced by the Note is a valid and subsisting debt of the Beneficiary that is in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

**4. No Reliance; Construction.** Each of the parties hereto hereby declares that, prior to the execution of this Agreement, they have apprized themselves of sufficient relevant data in order that they might intelligently exercise their own judgments in deciding on the contents of this Agreement and whether to execute this Agreement. Mortgagor declares that its decision to execute this Agreement is not as a result of undue influence or duress, and not predicated on or influenced by any declarations or representations not set forth in this Agreement, by the Lender or any other person or party or any predecessors in interest, its successors, assigns, officers, directors, employees, agents or attorneys. Each of the parties hereto hereby further acknowledges and agrees that each of them has had significant input in the development of this Agreement and this Agreement shall not therefore be construed against any party as the drafter.

**5. No Oral Modification.** This Agreement may not be amended or modified in any way except by a written instrument executed by all of the parties hereto.

**6. Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the signatories to this Agreement and each of their respective successors and assigns. The obligations of the signatories to this Agreement shall not be delegated or assigned.

**7. Waiver and Release.** Notwithstanding the foregoing, Mortgagor expressly waives any

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defenses, which it now has or may have or assert under the Loan. Furthermore, in order to induce Lender to enter into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor on behalf of the Beneficiary does hereby release, remise and forever discharge Lender of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and judgments which it now has or may have against Lender including but not limited to matters arising out of the Note, the Mortgage, the Loan and any other loan document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

**8. Costs and Attorney Fees.** In the event that any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Agreement, then the prevailing party shall be entitled to recover all reasonable court costs and attorneys' fees, at all levels of litigation.

**9. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**10. Interpretation.** Words used in this Agreement in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms hereof and herein and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision unless otherwise stated. Unless explicitly stated otherwise, references to "Exhibit" is references to such parts in this Agreement. The term relating to the "Mortgagor" in this Agreement shall mean and modify applicable provisions of the Mortgage, to the extent required, which are directed at the Borrower under the Mortgage. The terms "Loan", "Note" and "Mortgage" used in this Agreement shall also mean the as amended by the Modification Agreement and this Agreement, where and as applicable.

**INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES FOLLOW**

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Agreement as of the day and year first written above.

**MORTGAGOR:**

**Chicago Title Land Trust Company, as successor to LaSalle Bank National Association, as Trustee under Trust Agreement dated October 25, 1985 and known as Trust Number 850748**



By: Susan L. Ghelerter

Name: Susan L. Ghelerter

Title: Trust Officer

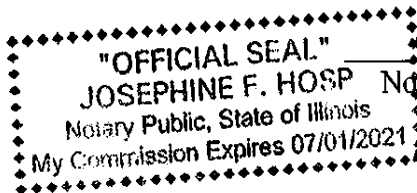
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings 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.

STATE OF ILLINOIS }  
 COUNTY OF Cook } ss.

This instrument was acknowledged before me on Sept 28, 2018 (date) by Susan Ghelerter (name/s of person/s and title) of **Chicago Title Land Trust Company, as successor Trustee** (type of authority, e.g., officer, trustee, etc.) of **Trust Agreement dated October 25, 1985 and known as Trust Number 850748** (name of party on behalf of whom instrument was executed).

Given under my hand and notarial seal this 28th day of Sept, 2018.

{seal}



Josephine Hosp

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## EXHIBIT A

### Legal Description

THE NORTH 40 FEET OF LOT 6 IN BLOCK 6 IN FIRST ADDITION TO WALTER G. MCINTOSH'S FOREST VIEW GARDENS, BEING A SUBDIVISION OF LOTS 16 TO 19, 24 TO 27 IN THE CIRCUIT COURT PARTITION OF PARTS OF SECTION 31 AND 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 19-06-313-029-0000

Property common address: 4431 Kenilworth, Stickney, Illinois 60402

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**LENDER:**

**Central Federal Savings & Loan Association**

By: Neil Christensen

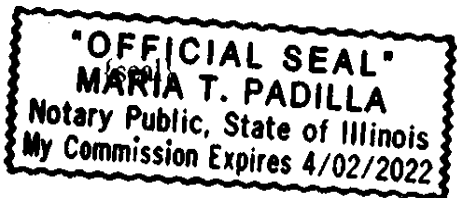
Name: Neil Christensen

Title: Senior Vice President

STATE OF ILLINOIS    ]  
  ] ss.  
COUNTY OF \_\_\_\_\_]

This instrument was acknowledged before me on 28<sup>th</sup> (date) by September  
(name/s of person/s), as ✓ (type of authority, e.g., officer, trustee, etc.) of **Central  
Federal Savings & Loan Association** (name of party on behalf of whom instrument was executed).

Given under my hand and notarial seal this 28<sup>th</sup> day of September, 2018



Maria T. Padilla  
Notary Public