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Doc#. 1910646065 Fee: \$58.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/16/2019 09:35 AM Pg: 1 of 6

RECORDATION REQUESTED BY:

Hinsdale Bank & Trust
Company
25 E. First Street
Hinsdale, IL 60521

WHEN RECORDED MAIL TO:

Hinsdale Bank & Trust
Company
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Hinsdale Bank & Trust Co.
25 E. First Street
Hinsdale, IL 60521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 9, 2019, is made and executed between Oxford Bank & Trust, as Trustee under Trust Agreement Dated March 22, 1996 and Known as Trust Number 459 (referred to below as "Grantor") and Hinsdale Bank & Trust Company, whose address is 25 E. First Street, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 9, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 19, 2008 in the office of the Cook County Recorder, as Document No. 0826342055.

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

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF GOVERNORS HIGHWAY, AS DEDICATED BY PLAT RECORDED FEBRUARY 15, 1940 AS DOCUMENT 12435622 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF VOLLMER ROAD, AS DEDICATED BY PLAT RECORDED JANUARY 18, 1935 AS DOCUMENT 11549019, DEDICATED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF VOLLMER ROAD AND EASTERLY RIGHT OF WAY LINE OF GOVERNORS HIGHWAY; THENCE NORTH 89 DEGREES, 57 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 430 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS EAST, 60 FEET; THENCE SOUTH 44 DEGREES, 57 MINUTES, 59 SECONDS WEST, 245.36 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS EAST 292.49 FEET, THENCE SOUTH 83 DEGREES, 17 MINUTES, 08 SECONDS WEST, 550 FEET TO THE EAST LINE OF GOVERNORS HIGHWAY AS DEDICATED; THENCE NORTH 26 DEGREES, 07 MINUTES, 26 SECONDS EAST, 657.29 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN IN CASE 94L50448 DESCRIBED AS FOLLOWS: BEGINNING AT THE

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MODIFICATION OF MORTGAGE (Continued)

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INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 100 FOOT VOLLMER ROAD WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF 100 FOOT GOVERNORS HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 20 FEET; THENCE NORTHEASTERLY TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE THAT IS 20 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3400-3498 West Vollmer Road, Olympia Fields, IL 60461-1018. The Real Property tax identification number is 31-14-201-005-0000.

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

(1) The definition of "Lender" is hereby deleted in its entirety and replaced by:

Lender. The word "Lender" means Hinsdale Bank & Trust Company ("Lender"), as successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Suburban Bank & Trust Company, as Seller and Lender as Buyer dated July 18, 2015, its successors and or assigns.

(2) The definition of "Note" is hereby deleted in its entirety and replaced by:

Note. The word "Note" means a Promissory Note dated February 9, 2019, as amended from time to time, in the original principal amount of \$3,391,762.27 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement

(3) The section titled "MAXIMUM LIEN" is hereby deleted in its entirety and replaced by:

MAXIMUM LIEN. 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 \$6,783,524.54.

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 FEBRUARY 9, 2019.

GRANTOR:

TRUST AGREEMENT DATED MARCH 22, 1996 AND KNOWN AS TRUST NUMBER 459


OXFORD BANK & TRUST, not personally but as Trustee under that certain trust agreement dated 03-22-1996 and known as Trust Agreement Dated March 22, 1996 and Known as Trust Number 459.

By: Jane S. Novicki
vice President, Trust Officer of Oxford Bank & Trust

LENDER:

HINSDALE BANK & TRUST COMPANY

This instrument is executed by OXFORD BANK & TRUST not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OXFORD BANK & TRUST are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OXFORD BANK & TRUST by reason of any of the covenants, statements, representations or warranties contained in this instrument.


Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

On this 26th day of March, 2019 before me, the undersigned Notary Public, personally appeared Irene S. Nowicki, Trust Officer of Oxford Bank & Trust, Trustee of Trust Agreement Dated March 22, 1996 and Known as Trust Number 459, 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 Sandra J Maluta Residing at _____

Notary Public in and for the State of IL

My commission expires 9/17/20



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Ill

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COUNTY OF DeKalb

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On this 22nd day of March, 2019 before me, the undersigned Notary Public, personally appeared James Van Lekken and known to me to be the Lender, authorized agent for Hinsdale Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Hinsdale Bank & Trust Company, duly authorized by Hinsdale 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 Hinsdale Bank & Trust Company.

By Nancy Schmidt Residing at Naperville

Notary Public in and for the State of Ill

My commission expires 4-30-22

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