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1930212018

Doc# 1930212018 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/29/2019 11:00 AM PG: 1 OF 4

WHEN RECORDED MAIL TO:
AMERICAN COMMUNITY
BANK & TRUST
AN ILLINOIS STATE BANKING
ASSOCIATION
P.O. BOX 1720
WOODSTOCK, IL 60098

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Tina Santeler, Commercial Loan Representative
AMERICAN COMMUNITY BANK & TRUST
P.O. BOX 1720
WOODSTOCK, IL 60098

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 10, 2013, is made and executed between Chicago Title Land Trust Co., not personally but as Trustee of a Trust Agreement dated 12/28/12 and known as Trust #8002360920 (referred to below as "Grantor") and AMERICAN COMMUNITY BANK & TRUST, whose address is P.O. BOX 1720, WOODSTOCK, IL 60098 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on July 16, 2013 as Document No. 1319729047 in Cook County, Illinois.

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

PARCEL 1: THE EAST 98 FEET OF THE WEST 457.32 FEET (EXCEPT THE NORTH 50 FEET TAKEN AND USED FOR OAKTON STREET) OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 81.66 FEET OF THE WEST 359.32 FEET (EXCEPT THE NORTH 50 FEET TAKEN AND USED FOR OAKTON STREET) OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2525 E OAKTON STREET, ARLINGTON HEIGHTS, IL 60005. The Real Property tax identification number is 08-26-201-006 and 08-26-201-007.

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

The herein described Mortgage is hereby increased from the current note balance of \$644,952.03 to

Handwritten notes and signatures on the right margin, including a date stamp '10-29-19'.

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MODIFICATION OF MORTGAGE (Continued)

\$1,885,000.00, as evidenced by a Promissory Note dated September 10, 2019 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Agreement. 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 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.

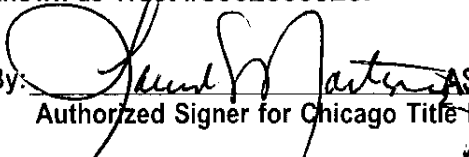
COUNTERPART SIGNATURES. Counterpart and Facsimile. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 2019.

GRANTOR:

CHICAGO TITLE LAND TRUST CO., AS TRUSTEE OF A TRUST AGREEMENT DATED 12/28/12 AND KNOWN AS TRUST #8002360920

CHICAGO TITLE LAND TRUST CO., not personally but as Trustee under that certain trust agreement dated 12-28-2012 and known as Chicago Title Land Trust Co., as Trustee of a Trust Agreement dated 12/28/12 and known as Trust #8002360920.

By:  **ASSISTANT VICE PRESIDENT**
Authorized Signer for Chicago Title Land Trust Co.



LENDER:

AMERICAN COMMUNITY 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 Cook)

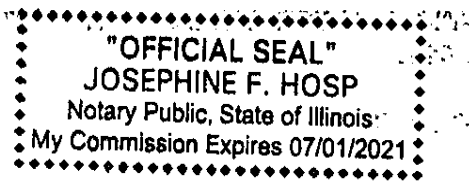
On this 3rd day of October, 2019, before me, the undersigned Notary Public, personally appeared LOURDES MARTINEZ, ASSISTANT VICE PRESIDENT of Chicago Title Land Trust Co., Trustee of Chicago Title Land Trust Co., as Trustee of a Trust Agreement dated 12/28/12 and known as Trust #8002360520, and known 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.

CHICAGO TITLE LAND TRUST COMPANY
 5215 OLD ORCHARD ROAD, SUITE 425
 SKOKIE, IL 60077

By Josephine F. Hosp Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-1-2021



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **AMERICAN COMMUNITY BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN COMMUNITY BANK & TRUST**, duly authorized by **AMERICAN COMMUNITY 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 **AMERICAN COMMUNITY BANK & TRUST**.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Proposed by Cook County Clerk's Office