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## MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 11th day of April, 1991, by and between COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION the owner of the note and mortgage hereinafter described, and Commercial National Bank of Berwyn as Trustee U/T/A dated 4/01/85, Trust #850628, representing themselves to be the owners of the real estate hereinafter and in said mortgage described ("owner").

In consideration of the mutual promises of the parties hereto, the parties hereby agree to increase the line of credit amount to \$ 60,000.00 in the note or notes of COMMERCIAL NATIONAL BANK OF BERWYN dated 03/21/89 and 12/29/90, ("note"), secured by a mortgage ("mortgage") recorded on 4/12/89 and 01/11/91, in the office of the recorder of deeds of Cook County, Illinois, as document No. 89159821 & 097019055 conveying to the bank certain real estate in Cook County, Illinois, described as follows:

The South 50 feet of the East Half of Lot 12 in Block 57 in Oliver L. Watson's Ogden Avenue Addition to Berwyn, in Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P. I. N. 16-31-403-037

COMMON ADDRESS 3548 East Avenue  
Berwyn, Illinois 60402

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This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement and the Note or Mortgage. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interest in the above described real estate, including, without limitations, and exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above described real estate.

This loan is payable in full on February 21st, 1994. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE COMMERCIAL NATIONAL BANK OF BERWYN STATED ON THE REVERSE SIDE HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERWYN

BY: Lori A. Jozefik  
Lori A. Jozefik, Asst. Vice President

ATTEST: James A. Cairo  
James A. Cairo, Asst. Secretary

Commercial National Bank of  
Berwyn as Trustee, U/T/A  
dated 4/01/85; Trust #850628 AND  
NOT INDISTINGUISHABLE

BY: Carol Ann Weber  
Carol Ann Weber, Trust Officer

ATTEST: Timothy T. Fullerton  
Timothy T. Fullerton, Asst. Secretary

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This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

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SECRET

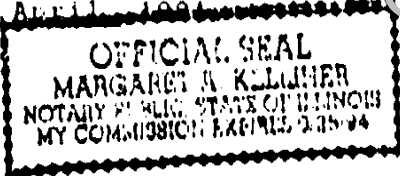
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Margaret A. Kelliher, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lori A. Jozefik, Asst. Vice President, and James A. Cairo, Assistant Secretary of COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the Asst. Secretary then and there acknowledged that as custodian of the corporate seal of said Bank, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notorial seal this 10th day of April, 1991.

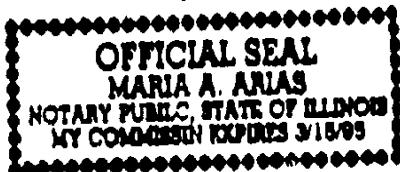


Margaret A. Kelliher  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Maria A. Arias, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Ann Weber, Trust Officer, and Timothy T. Fullerton, Asst. Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including ~~the release and conveyance of all rights under xxx any homestead, xxx exemption and xxx valuation laws.~~

GIVEN under my hand and notorial seal this 18th day of April, 1991.



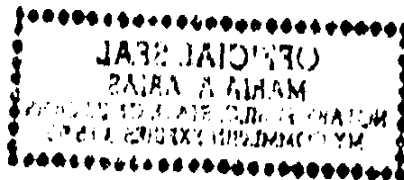
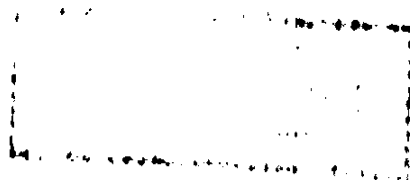
Maria A. Arias  
NOTARY PUBLIC

This instrument was prepared by:  
COMMERCIAL NATIONAL BANK OF BERWYN  
3322 South Oak Park Avenue  
Berwyn, Illinois 60402  
James A. Cairo

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DEPOSITS

LAND TRUST RIDER TO MORTGAGE

This Rider is dated April 11th, 1991 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), Commercial National Bank of Berwyn [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated April 1st, 1985, and known as Trust No. 850628 ("Trust No. 850628") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 850628 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at: 3548 East Avenue Berwyn, Illinois 60402

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 850628 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK OF BERWYN, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Trust Officer~~ <sup>Trust Officer</sup>, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 11th day of April, 1991.

COMMERCIAL NATIONAL BANK OF BERWYN  
as Trustee as aforesaid and not  
personally under Trust No. 850628  
and dated April 1, 1985

By: Carol Ann Weber  
~~Trust Officer~~  
Carol Ann Weber

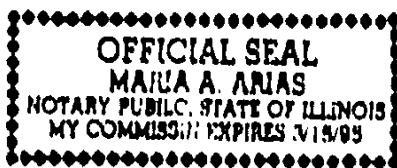
Attest: Timothy T. Fullerton  
Assistant Secretary  
Timothy T. Fullerton

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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, Marla A. Arias, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Ann Weber, Trust Officer ~~Trust Officer~~ of COMMERCIAL NATIONAL BANK OF BERWYN and Timothy T. Fullerton ~~Assistant Secretary~~ <sup>Assistant Secretary</sup> of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appear before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as said Assistant Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of April, 1991.



Marla A. Arias  
Notary Public

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CLERK OF COURT  
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