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2001-01-29 10:08:00

Cook County Recorder 27.00



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WHEN RECORDED MAIL TO:

NORTH BANK  
501 N. Clark Street  
Chicago, IL 60610-4201

SEND TAX NOTICES TO:

Cosmopolitan National Bank of  
Chicago  
801 N. Clark St.  
Chicago, IL 60610

Cosmopolitan Bank and Trust  
Successor Trustee for  
Cosmopolitan National Bank of Chicago

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Joan M. Allen c/o North Bank  
501 N. Clark Street  
Chicago, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 23, 2001, BETWEEN <sup>\*</sup>Cosmopolitan National Bank of Chicago, AS TRUSTEE UNDER TRUST AGREEMENT DATED 6/20/85 AND KNOWN AS TRUST NO. 27468 (referred to below as "Grantor"), whose address is 801 N. Clark St., Chicago, IL 60610; and NORTH BANK (referred to below as "Lender"), whose address is 501 N. Clark Street Chicago, IL 60610-4201.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 15, 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

RECORDED JANUARY 18,2000 AS DOCUMENT 00041580

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

LOT 62 IN MANUS LAKE SHORE HIGHLANDS BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2100 Thornwood, Wilmette, IL 60011. The Real Property tax identification number is 05-28-303-051-0000.

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

INCREASE ON HOME EQUITY LINE OF CREDIT FROM \$150,000.00 TO \$250,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

BOX 333-CTI

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR: ~~Cosmopolitan Bank & Trust~~ as trustee, and not personally u/t dated June 20, 1985 & known as trust no. 27468  
\*Cosmopolitan National Bank of Chicago

By: \_\_\_\_\_, Land Trust Officer

\*\* for notarys, signatures, and exculpatory provisions of the Trustee see Rider attached hereto which is expressly incorporated herein & made a part hereof.

LENDER:  
NORTH BANK

By: \_\_\_\_\_  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, Land Trust Officer of Cosmopolitan National Bank of Chicago, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) ss

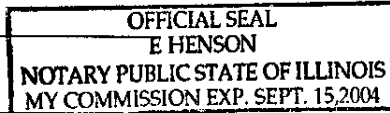
COUNTY OF COOK )

On this 23<sup>RD</sup> day of JANUARY, 2001, before me, the undersigned Notary Public, personally appeared JOAN M. ALLEN and known to me to be the VICE - PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at 1819 CONCORD DR  
DOWNERS GROVE, IL 60516

Notary Public in and for the State of ILLINOIS

My commission expires SEPT 15, 2004



Notary of Cook County Clerk's Office

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note 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 holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Assistant Vice President/Trust Officer

ATTEST: [Signature]  
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Pamela D. Welch, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer and Land Trust Administrator, respectively, appeared 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of January A.D., 2001

[Signature]  
NOTARY PUBLIC

OFFICIAL SEAL  
DEVIN L FISHER  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. SEPT. 14, 2004