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2001-06-13 11:14:52  
Cook County Recorder 25.50

**RECORDATION REQUESTED BY:**

Manufacturers Bank  
Commercial Banking Div. 2  
1200 N. Ashland Avenue  
Chicago, IL 60622



**WHEN RECORDED MAIL TO:**

Manufacturers Bank  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622



**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Manufacturers Bank  
1200 N. Ashland Avenue  
Chicago, IL 60622

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated May 27, 2001, is made and executed between John N. Nitti, married to Janet Nitti whose address is 600 N. May St., Chicago, IL 60622 (referred to below as "Grantor") and Manufacturers Bank, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 27, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded October 8, 1999 as document number 99954125 and further modified by a Modification of Mortgage dated August 27, 2000 and recorded September 25, 2000 as document number 00743516.

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

LOT 6 IN BLOCK 6 IN ROBBINS SUBDIVISION OF BLOCK 6 AND 7 IN THE ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1321 West Grand Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-08-132-022-0000.

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

The principal amount is hereby increased to \$150,000.00. All other terms and provisions of the original loan documents remain in full force and effect.

**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

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MODIFICATION OF MORTGAGE

Loan No: 113835

(Continued)

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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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 27, 2001.**

GRANTOR: LENDER: *A*

X *John Nitti*  
John N. Nitti, Individually *Y* AUTHORIZED SIGNER

LENDER: *G. Rando: A*  
X *[Signature]*  
Authorized Signer  
*John N. Nitti, Individually*

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

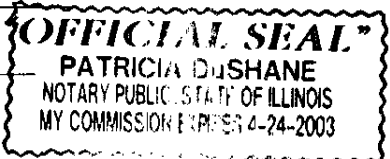
On this day before me, the undersigned Notary Public, personally appeared **John N. Nitti** to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of June, 2001

By *Pat DuShane* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 4/24/03



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 113835

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 12<sup>th</sup> day of JUNE, 2001 before me, the undersigned Notary Public, personally appeared John SASSARIS and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 4-24-03



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