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2001-10-02 08:59:33 Dook County Recorder

RECORDATION REQUESTED BY: NORTH SHORE COMMUNITY **BANK & TRUST** 1145 WILMETTE AVENUE WILMETTE, IL 60091

WHEN RECORDED MAIL TO: -

NORTH SHORE COMMUNITY

BANK & TRUST

1145 WILMETTE AVENUE

WILMETTE, IL 60091

COOK COUNTY RECORDER

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Jamie Kane NORTH SHORE COMMUNITY BANK & TRUST 1145 WILMETTE AVENUE WILMETTE, IL 60091

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 19, 2001, is made and executed between Cyrus Homes, Inc., whose address is 2944 Central Street, Evanston, ID 60201 (referred to below as "Grantor") and NORTH SHORE COMMUNITY BANK & TRUST, whose address is 1145 WILMETTE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 1, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 3, 2000 as document number 00588724.

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

THE EAST 61.5 FEET OF LOT 7 IN BLOCK 14 IN GAGE'S ADDITION TO THE VILLAGE OF WILMETTE, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1893 IN BOOK 24 OF PLATS PAGE, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1042 Greenwood, Wilmette, IL 60091. The Real Property tax identification number is 05-27-308-013-0000.

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

The principal and lien amount is being increased to \$1,407,840.00.

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,

(Continued) MODIFICATION OF MORTGAGE

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actions. released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by

SEPTEMBER 19, 2001. MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

Stoppenty Ox Cook Colly

GRANTOR:

CYRUS HOMES, INC.

LENDER:

Authorized Signer

Kihm, President of C🕩

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UNOFFICIAL COPY 13867 Fage 3 of 4 MODIFICATION OF MORTGAGE (Continued) Page 3

CORPORATE ACKNOWLEDGMENT	
A	
STATE OF Illinus)
) SS
COUNTY OF COOK	ì
300KT 01	,
On this 20th day of Septemb	
	dent of Cyrus Homes, Inc., and known to me to be an
	Modification of Mortgage and acknowledged the Modification ation, by authority of its Bylaws or by resolution of its board of
directors, for the uses and purposes therein mentione	d, 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 Laurelle M Burks	Residing at 5049 Octor Skokie
Notary Public in and for the State of	"OFFICIAL SEAL"
u	🙎 LAURETTA M. BURKE 🧣
My commission expires $\frac{11/8/03}{}$	Notary Public, State of Illinois My Commission Expires 11/08/03
•	My Continues on Expressions
the state of the s	
LENDER ACI	KNOWLEDGMENT
Collingia	
STATE OF Clinois	
Carde -) SS
COUNTY OF) 7.0
On this day of september 1	before me, the indersigned Notary
Public, personally appeared	and known to me to be the
	ler that executed the within and foregoing instrument and ntary act and deed of the said Lender, duly authorized by the
Lender through its board of directors or otherwise, for the second secon	the uses and purposes therein mentioned, and on oath stated
	ument and that the seal affixed is the corporate seal of said
Lender.	
By. Chui. ye	Residing at Leal melly to
-, $-$	
Notary Public in and for the State of	"OFFICIAL SEAL"
My commission expires	ANN T. TYLER, Notary Public Cook County, State of Illinois
Section 1.	My Commission Expires 08/27/2002
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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