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2001-11-05 09:17:03  
Cook County Recorder 27.50



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**RECORDATION REQUESTED BY:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

**WHEN RECORDED MAIL TO:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

**SEND TAX NOTICES TO:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, Illinois 60610

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 2, 2001, BETWEEN Romeo Iusco (referred to below as "Grantor"), whose address is 449 Rebecca Lane, Polingbrook, IL 60440; and Cosmopolitan Bank and Trust (referred to below as "Lender"), whose address is 801 North Clark Street, Chicago, IL 60610.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated October 13, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on October 20, 2000 in the office of the Cook County Recorder of Deeds as Document Number 00822510.

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

LOT 7 AND THE EAST 1/2 OF LOT 8 IN BLOCK 1 IN GUNN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4316 West Shakespeare Avenue, Chicago, IL 60639. The Real Property tax identification number is 13-34-217-035.

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

See Exhibit "A" attached hereto and made a part hereof for description of modification.

**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 endorser 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.

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

GRANTOR:

X *Romeo Lusco* (SEAL)  
Romeo Lusco

LENDER:

Cosmopolitan Bank and Trust

By: *[Signature]*  
Authorized Officer V.P.

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois  
COUNTY OF Cook ) ss



On this day before me, the undersigned Notary Public, personally appeared **Romeo Lusco**, 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 2nd day of November, 2001.

By *Mary T. Green* Residing at 801 N. Clark St. Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 5-10-04

*Office 60610*

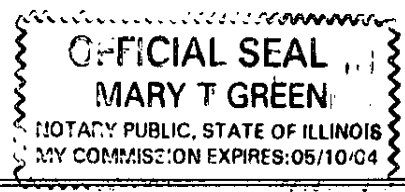
LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF COOK )

On this 2nd day of November, 2001, before me, the undersigned Notary Public, personally appeared Paul W. Minar 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 Mary T. Green Residing at 801 N. Clark St. Chicago, IL 60610

Notary Public in and for the State of Illinois  
My commission expires 5-10-04



Property of Cook County Clerk's Office

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EXHIBIT "A"  
TO  
MODIFICATION OF MORTGAGE  
DATED NOVEMBER 2, 2001

DESCRIPTION OF MODIFICATION TO THE MORTGAGE:

The section entitled "DEFINITIONS" is hereby amended as follows:

i) the word "Borrower" is hereby added to DEFINITIONS and shall mean Romeo Iusco;

ii) the definition of the word "Indebtedness" is hereby amended in its entirety and shall mean all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Borrower and/or Grantor or expenses incurred by Lender to enforce obligations of Borrower and/or Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower and/or Grantor to Lender, or any one or more of them, as well as all claims by Lender against Borrower and/or Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower and/or Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become otherwise unenforceable. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$1,130,000.00.; and

iii) the definition of the word "Note" is hereby amended in its entirety and shall mean, a) the Promissory Note dated September 29, 2000, in the original principal amount of \$160,000.00 from Borrower to Lender; b) the Promissory Note dated October 13, 2000, in the original principal amount of \$115,000.00 from Borrower to Lender, as increased to \$225,000.00 by Change in Terms Agreement dated April 2, 2001; and c) the Promissory Note dated September 4, 2001, in the original principal amount of \$95,000.00 from Borrower to Lender, as increased to \$180,000.00 by Change in Terms Agreement dated November 2, 2001, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.