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2001-12-05 11:18:13

Cook County Recorder 29.50

RECORDATION REQUESTED BY:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 W. LAWRENCE AVENUE  
CHICAGO, IL 60625



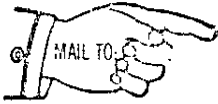
WHEN RECORDED MAIL TO:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 W. LAWRENCE AVENUE  
CHICAGO, IL 60625

SEND TAX NOTICES TO:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 W. LAWRENCE AVENUE  
CHICAGO, IL 60625

FOR RECORDER'S USE ONLY

Real Estate Index R909490

This Modification of Mortgage prepared by:



MARIBEL VELASQUEZ, LOAN ADMINISTRATOR  
COMMUNITY BANK OF RAVENSWOOD  
2300 W. LAWRENCE AVENUE  
CHICAGO, IL 60625

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated November 1, 2001, is made and executed between Cole Taylor Bank, not personally but as Trustee under Agreement dated June 14, 1999, and known as Trust No. 99-8268, whose address is 111 W. Washington, Suite 650, Chicago, IL 60602 (referred to below as "Grantor") and COMMUNITY BANK OF RAVENSWOOD, whose address is 2300 W. LAWRENCE AVENUE, CHICAGO, IL 60625 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 24, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document No. 99645341.

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

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING, ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTH EAST CORNER, THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.23 FEET; THENCE 224 DEGREES 48 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, 79.91 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6345 N. McCormick, Chicago, IL 60659. The Real Property tax identification number is 13-02-220-052-0000

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

Change the initial interest rate of the Mortgage Note from (9.00%), fixed, to an Interest Rate of (7.50%),

MODIFICATION OF MORTGAGE  
(Continued)

fixed, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the promissory note or agreements. .

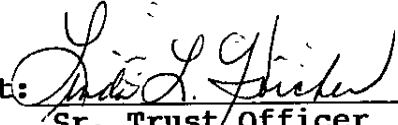
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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, 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 NOVEMBER 1, 2001.**

**GRANTOR:**

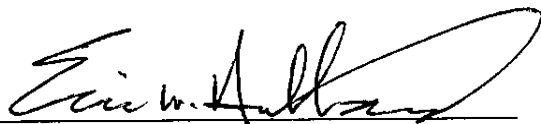
**COLE TAYLOR BANK, NOT PERSONALLY BUT UNDER TRUST NO. 99-8268 as Trustee**

By:  V.P.  
Authorized Signer for Cole Taylor Bank, not personally but under Trust No. 99-8268

Attest:   
Sr. Trust Officer

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof.

**LENDER:**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

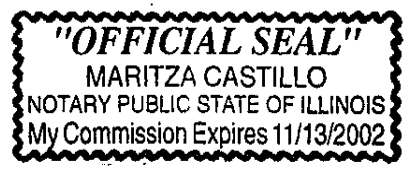
On this 19th day of November, 2001 before me, the undersigned Notary Public, personally appeared Kenneth E. Piekut, V.P. of Cole Taylor Bank and Linda L. Horcher, Sr. Trust Officer

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this, and in fact executed the on behalf of the trust.

By *Maritza Castillo* Residing at 111 W. Washington St. Chicago, IL 60602

Notary Public in and for the State of Illinois

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



CLERK OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

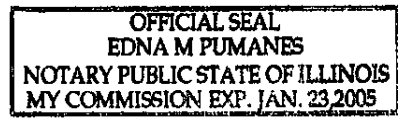
### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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 Edna M Pumanes  
 Notary Public in and for the State of Illinois  
 My commission expires 01-23-05

Residing at 2300 W. Lawrence Ave  
Chgo - IL 60625



County Clerk's Office

## GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee and are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.