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2002-01-07 10:07:38

Cook County Recorder

29.50

RECORDATION REQUESTED BY:
Pullman Bank and Trust

North Branch 6100 N. Northwest Highway Chicago, IL 60631 0020020814

WHEN RECORDED MAIL TO:

Pullman Bank and Trust North Branch 6100 N. Northwest Highway Chicago, IL 60631

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

W +28148

Leona Krasinski Pullman Bank and Trust 6100 N. Northwest Highway Chicago, IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2001, is made and executed between Cosmopolitan Bank and Trust, not personally but soley as Trustee under Trust Agreement dated 6/23/00 and known as Trust# 31195, whose address is 801 North Clark Struct, Chicago, IL 60610 (referred to below as "Grantor") and Pullman Bank and Trust, whose address is 6100 N Northwest Highway, Chicago, IL 60631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 21, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder's Office on 11/29/00 as Document# 00933641.

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

THE SOUTH 30 FEET OF LOT 81 IN WILLIAM DEERING SURRENDER SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4621 N. Kenmore, Chicago, IL 60640. The Real Property tax identification number is 14–17–211–009

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

Extend Maturity date to May 15, 2002.

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,

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MODIFICATION OF MORTGAGE (Continued)

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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 15, 2001**

GRANTOR:

Loan No: 9003

COSMOPOLITAN BANK AND TRUST, NOT PERSONALLY BUT SOLEY AS TRUSTEE u/t/a/d 6/23/00 #31195

**for signatures, notary and exculpatory provisions of the Trustee see Rider attached hereto which ise expressly incorporated herein and male a part hereof.

Authorized Signer for Cosmopolitan Fank and Trust, not personally but soley as Trustee

By:

Authorized Signer for Cosmopolitan Bank and Trust, not personally but soley as Trustee

LENDER:

This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally that 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 insurated.

IN WITNESS WELFEOF, 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, at as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT

PERSONALLY,

Vice Président/Trust Officer

ATTEST

Land Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

OUNTY CLOSE 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 CO3MOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Irust Administrator, respectively, appeared before me this day in person and acknowledged that u ey 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 Vice President/Trust Officer 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 21st day of December A.D., 2001

OFFICIAL SEAL DEVIN L FISHER PUBLIC STATE OF ILLINOIS UNOFFICIAL COPY 10020814

MODIFICATION OF MORTGAGE (Continued)

Loan No: 9003 ___

(Continued)

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| TRUST ACKNOWLEDGMENT | |
|--|---|
| STATE OF |) |
| |) SS |
| COUNTY OF | |
| On this day of | before me, the undersigned Notar |
| | or agent(s) of the trust that executed the and acknowledged the |
| execute this and in fact executed the on behalf of t By Notary Public in and for the State of My commission expires | |
| | Clark's Office |

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 9003 Page 4 LENDER ACKNOWLEDGMENT STATE OF Illensing) SS COUNTY OF __Csok) day of Monember, 2001 before me, the undersigned Notary Public, personally apprared Inougann Racional: and known to me to be the displaying rized 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. Residing at 6/00 %. Monthwest Mr. Chicago Ollinson Notary Public in and for the State of My commission expires 10-21-200 LEONA M KRASINSKI

> TO TO OFFICE LASER PRO Lending, Var. 5,18.10.05 Copr. Harland Financial Solutions, Inc. 1997, 2001. All Rights Reserv - IL c:\APPe-\WiNAPPS\CFIILPL\G201FC TR-50000232 PR-42

KOTARY PUBLIC, STATE OF ILLINOIS