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2002-03-01 14:39:02
Cook County Recorder 29.50



0020242332

WHEN RECORDED MAIL TO:
MidAmerica Bank, fsb
1823 Centre Point Circle
P.O. Box 3225
Naperville, IL 60566-7225

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Carmen Rosario, Loan Administration Specialist
MidAmerica Bank, fsb
1823 Centre Point Circle
Naperville, IL 60566-7225

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 15, 2001, is made and executed between MidAmerica Bank, fsb as successor trustee to Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated November 17, 2000 a/k/a Trust No. 2342; a federal savings bank (referred to below as "Grantor") and MidAmerica Bank, fsb, whose address is 1823 Centre Point Circle, P.O. Box 3225, Naperville, IL 60566-7225 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 26, 2000, in the Recorder's Office of Cook County, Illinois, as document number 0001008879.

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

LOT 10 IN BLOCK 2 IN ROOD'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3734 North Southport, Chicago, IL 60618. The Real Property tax identification number is 14-20-114-031-0000

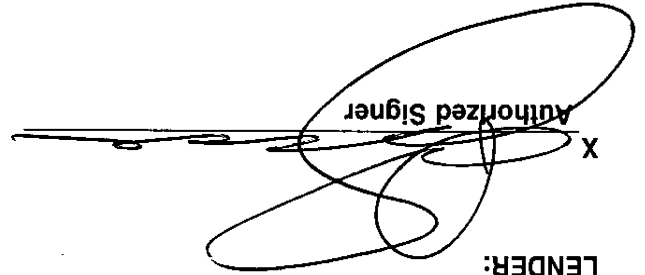
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

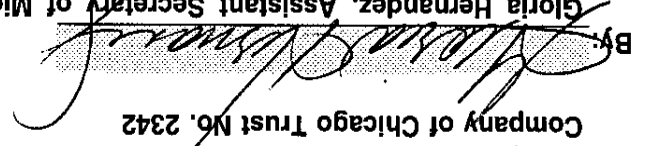
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Property of Cook County Clerk's Office

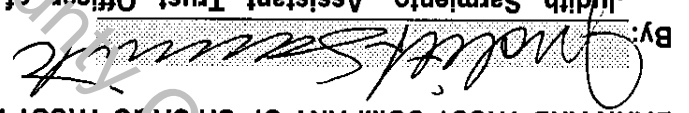
X
Authorized Signer


LENDER:

Gloria Hernandez, Assistant Secretary of Midamerica Bank
fsb as successor trustee to Mid Town Bank and Trust
Company of Chicago Trust No. 2342

By: 

Judith Sarmiento, Assistant Trust Officer of Midamerica
Bank, fsb as successor trustee to Mid Town Bank and Trust
Company of Chicago Trust No. 2342

By: 

MIDAMERICA BANK, FSB AS SUCCESSOR TRUSTEE TO MID TOWN
BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 2342

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 15, 2001

and issuance of a Release of Mortgage.

RELEASE FEE. Lender shall charge a Release Fee of \$7,2000 at the time of payment in full of the indebtedness

and subsequent actions.

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.

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 200000084

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)

On this 15th day of December, 2001 before me, the undersigned Notary Public, personally appeared **Judith Sarmiento, Assistant Trust Officer and Gloria Hernandez, Assistant Secretary of MidAmerica Bank, fsb as successor trustee to Mid Town Bank and Trust Company of Chicago Trust No. 2342**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Hattie L. Flowers Residing at Hazel Crest, Ill.
Notary Public in and for the State of IL

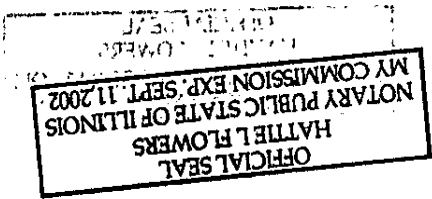
My commission expires 9-11-02



COOK County Clerk's Office

Property of Cook County

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My commission expires 9-11-02

Notary Public in and for the State of IL

By Hattie L. Flowers

Residing at Angels Crest, etc.

of said Lender. stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by President/GM authorized agent for the Lender that executed the within and foregoing instrument and

Public, personally appeared David Grzenia and known to me to be the Vice On this 15th day of December, 2001 before me, the undersigned Notary

COUNTY OF COOK

STATE OF ILLINOIS

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) SS
)

LENDER ACKNOWLEDGMENT

EXHIBIT "A"

- A. The principal amount secured by the Mortgage as of this date is **\$580,000.00**.
- B. The interest rate evidenced by the Mortgage as of this date is **1.0%** over the Prime Interest Rate as reported in the Wall Street Journal from time to time - said Prime Interest Rate is subject to change daily.
- C. The maturity date is hereby amended to **October 1, 2002**.
- D. The lien of the Mortgage is hereby modified as security for the payment of the principal sum evidenced by a Note dated December 15, 2001 from Let the Good Times Roll to Lender.

Property of Cook County Clerk's Office