

UNOFFICIAL COPY

0020342466

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2002-03-26 11:02:56
Cook County Recorder 29.50

H449-3895

RECORDATION REQUESTED BY:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



0020342466

WHEN RECORDED MAIL TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



SEND TAX NOTICES TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2002, is made and executed between OAK BROOK BANK, not personally but as Trustee on behalf of OAK BROOK BANK TRUST #2514, whose address is 1400 SIXTEENTH STREET, OAK BROOK, IL 60523 (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 22, 1992 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON JULY 24, 1992 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE AS DOCUMENT #92-544638, AS AMENDED BY A MODIFICATION OF MORTGAGE DATED FEBRUARY 14, 1997 AND RECORDED ON APRIL 21, 1997 IN THE RECORDER'S OFFICE AS DOCUMENT #97274214 (COLLECTIVELY, THE "MORTGAGE").

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 4843-4849 WEST IRVING PARK, CHICAGO, IL 60641. The Real Property tax identification number is 13-21-203-002

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE MORTGAGE EFFECTIVE AS OF THE DATE HEREOF:

1. THE MATURITY DATE UNDER THE MORTGAGE IS HEREBY EXTENDED TO FEBRUARY 15, 2007;
2. THE FIXED INTEREST RATE UNDER THE NOTE SHALL BE REDUCED TO 7.75%; AND
3. THE NOTE SHALL INCLUDE A PREPAYMENT FEE.

Lawyers Title Insurance Corporation

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MODIFICATION OF MORTGAGE (Continued)

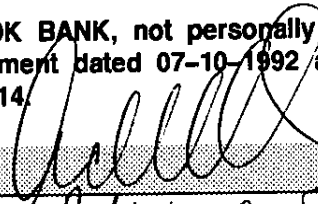
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right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

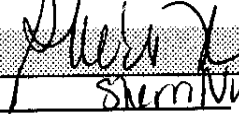
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 15, 2002.

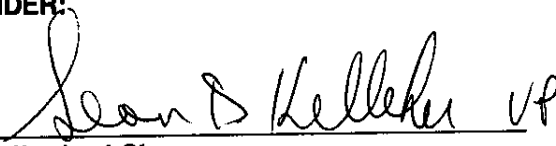
GRANTOR: This instrument is executed by OAK BROOK BANK, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OAK BROOK BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OAK BROOK BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

OAK BROOK BANK TRUST #2514

OAK BROOK BANK, not personally but as Trustee under that certain trust agreement dated 07-10-1992 and known as OAK BROOK BANK TRUST #2514.

By: 
Adriana Rodtk, TRUST
OFFICER of OAK BROOK BANK

By: 
Sherryl
TRUST OFFICER of OAK BROOK BANK

LENDER:
x 
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF DuPage)

On this 20th day of March, 2002 before me, the undersigned Notary Public, personally appeared A. Rodik, TRUST OFFICER and S. Nugent, TRUST OFFICER of OAK BROOK BANK, 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 Debi A. Burde Residing at 1400 16th STREET

Notary Public in and for the State of ILLINOIS "OFFICIAL SEAL" OAK BROOK IL 60523

My commission expires 6/22/03
DEBI A. BURDE
Notary Public, State of Illinois
My Commission Expires 6/22/2003

County Clerk's Office

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

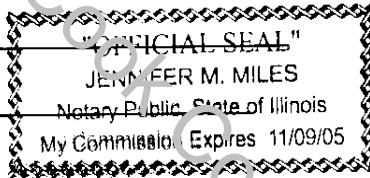
STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this 22nd day of March, 2002 before me, the undersigned Notary Public, personally appeared Sean Kelleher and known to me to be the VP, 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 Jennifer M Miles Residing at _____

Notary Public in and for the State of _____

My commission expires _____



County Clerk's Office

H449-3895

EXHIBIT A
LEGAL DESCRIPTION

Lots 22, 23 and 24 in Grayland Park Addition to Chicago, being a subdivision of the North half (1/2) of the Northeast quarter (1/4) of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office