

UNOFFICIAL COPY 0020484624

3429/0014 18 001 Page 1 of 5  
2002-04-29 09:00:27  
Cook County Recorder 29.00



L. Hynes # 78-69-546-01

WHEN RECORDED MAIL TO:  
INTERSTATE BANK  
ATTN: LOAN DEPARTMENT  
15533 S. CICERO AVENUE  
OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Roberta Mitchell, Interstate Bank (Loan #0502262-9002)  
15533 S. Cicero Avenue  
Oak Forest, IL 60452

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated April 10, 2002, is made and executed between Interstate Bank, not personally but as Trustee, U/T/A dated 5/8/2000 A/K/A Trust #00-319, whose address is 15533 S. Cicero Avenue, Oak Forest, IL 60453 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 15533 S. CICERO AVENUE, OAK FOREST, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 16, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder's Office on August 23, 2000 as Document No. 00651826.

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

Lot 28 in Block 2 in Henry's E. Picket's Subdivision of that part of Lot 13 in the Assessors Division of un subdivided lands in the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 6 Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 2114 W. Crystal Street, Chicago, IL 60622. The Real Property tax identification number is 17-06-126-031-0000

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

This Modification is executed for the purpose of increasing Credit Limit on Loan #0502262-9002 to \$725,000.00.

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

BOX 333-CM

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0502262-9002

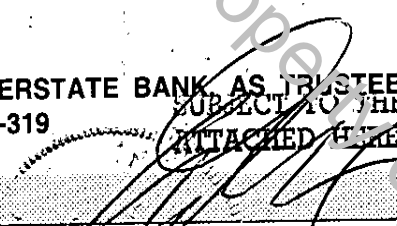
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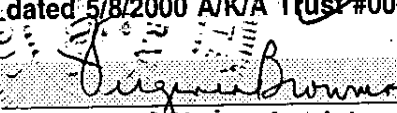
Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based 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 APRIL 10, 2002.**

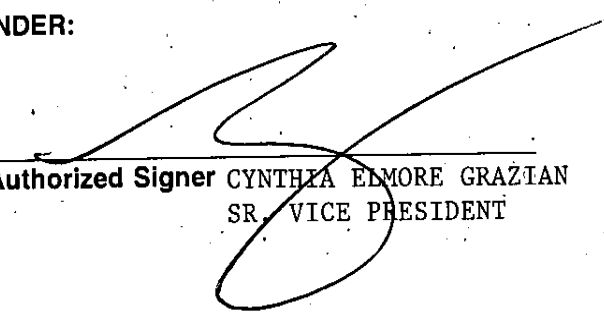
**GRANTOR:**

INTERSTATE BANK AS TRUSTEE, U/T/A DATED 5/8/2000 A/K/A TRUST  
#00-319  
SUBJECT TO THE EXCULPATORY PROVISIONS  
ATTACHED HERETO AND MADE A PART OF

By:   
Authorized Signer for Interstate Bank, as Trustee, U/T/A  
dated 5/8/2000 A/K/A Trust #00-319 President & Trust Officer

By:   
Authorized Signer for Interstate Bank, as Trustee, U/T/A  
dated 5/8/2000 A/K/A Trust #00-319 Sr. V.P. & Cashier

**LENDER:**

X   
Authorized Signer CYNTHIA ELMORE GRAZIAN  
SR. VICE PRESIDENT

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## MORTGAGE/TRUST DEED EXONERATION RIDER

This Mortgage/Trust Deed is executed by Interstate Bank, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained in this Mortgage/Trust Deed or in any related Note shall be construed as creating any liability on the Trustee or on Interstate 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, or on account of any warranty or indemnification made hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by the Mortgagee/Trustee and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee and its successors and Interstate Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or in the manner provided herein or in said Note or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this Rider and the Mortgage/Trust Deed on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0502262-9002

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 10th day of April, 2002 before me, the undersigned Notary Public, personally appeared Andrew E. Tinberg and Virginia Browning, President & Trust Officer and Sr. V.P. & Cashier of Interstate Bank

, 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 Rita F. Walker Residing at Yinley Park, IL

Notary Public in and for the State of Illinois

My commission expires

"OFFICIAL SEAL"  
RITA F. WALKER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/23/2002

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0502262-9002

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

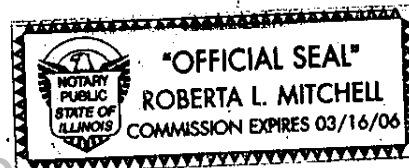
On this 10TH day of APRIL, 2002 before me, the undersigned Notary Public, personally appeared CYNTHIA ELMORE GRAZIAN and known to me to be the SR. VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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 Roberta L. Mitchell

Residing at STEGER, IL.

Notary Public in and for the State of ILLINOIS

My commission expires 3/16/06



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