

UNOFFICIAL COPY

0020686198

0041/0074 53 001 Page 1 of 4

2002-06-19 14:54:32

Cook County Recorder 27.50

RECORDATION REQUESTED BY:

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610



0020686198

WHEN RECORDED MAIL TO:

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

SEND TAX NOTICES TO:

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Cosmopolitan Bank and Trust  
801 N. Clark Street  
Chicago, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2002, BETWEEN Cosmopolitan Bank and Trust, not personally, but as Trustee under the provisions of a Trust Agreement dated April 25, 2000 and known as Trust No. 31160, as Trustee, (referred to below as "Grantor"), whose address is 801 North Clark Street, Chicago, IL 60610; and Cosmopolitan Bank and Trust (referred to below as "Lender"), whose address is 801 North Clark Street, Chicago, IL 60610.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated May 19, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on June 21, 2000 as Document No. 00456357

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

LOT 13 IN BLOCK 34 IN HYDE PARK IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5325-27 South Cornell Avenue, Chicago, IL 60615. The Real Property tax identification number is 20-12-111-006.

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

Effective the date of this Modification, i) the principal amount of the Promissory Note secured by the Mortgage is hereby increased to \$500,000.00; and ii) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,000,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST NUMBER NO. 31160 AND DATED APRIL 25, 2000.

**BORROWER:**

Cosmopolitan Bank and Trust, not personally, but as Trustee under the provisions of a Trust Agreement dated April 25, 2000 and known as Trust No. 31160

\*\*for signatures, notary and exculpatory provisions of the Trustee see Rider attached hereto which By: is expressly incorporated herein and made a part hereof.

Todd W. Cordell, Vice President/Trust Officer

By: \_\_\_\_\_ (SEAL)  
Devin L. Fisher, Land Trust Administrator

20686198

**LENDER:**

Cosmopolitan Bank and Trust

By: \_\_\_\_\_  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared **Todd W. Cordell, Vice President/Trust Officer; and Devin L. Fisher, Land Trust Administrator of Cosmopolitan Bank and Trust, not personally, but as Trustee under the provisions of a Trust Agreement dated April 25, 2000 and known as Trust No. 31160**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

LENDER ACKNOWLEDGMENT

20686198

STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

On this 13<sup>th</sup> day of June, 20 02, before me, the undersigned Notary Public, personally appeared Antonio R. Guillen and known to me to be the Senior 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 Mary T Green Residing at 801 N. Clark St. Chgo.  
Notary Public in and for the State of Illinois IL 60610

My commission expires 5-10-04



Cook County Clerk's Office

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

IN WITNESS WHEREOF, 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, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Vice President/Trust Officer

ATTEST: [Signature]  
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

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 Devin L. Fisher, of COSMOPOLITAN 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 Trust Administrator, respectively, appeared before me this day in person and acknowledged that they 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 13th day of June A.D., 2002

[Signature]  
NOTARY PUBLIC

