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4283/0128 18 001 Page 1 of 4  
2002-06-07 08:55:42  
Cook County Recorder 27.00

**RECORDATION REQUESTED BY:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525



**WHEN RECORDED MAIL TO:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

**SEND TAX NOTICES TO:**

State Bank of Countryside  
atut dated 6-11-90 aka Trust#  
90-681 and not personally  
6734 Joliet Road  
Countryside, IL 60525

**FOR RECORDER'S USE ONLY**

104

This Modification of Mortgage prepared by:

**C.T.I./CY**

Angela M. Rutledge, Senior Administrative Assistant  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

AC

74-14-896CY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated May 15, 2002, is made and executed between State Bank of Countryside, not personally but as Trustee on behalf of State Bank of Countryside atut dated 6-11-90 aka Trust# 90-681 and not personally (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 22, 1993 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 3-2-93 as Document Number 93156759; Modified by Modification Agreement dated 7-30-98 and Recorded on 8-21-98 as Document Number 98743307.

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

LOT 32 (EXCEPT THE NORTH 8 FEET THEREOF TAKEN AND USED FOR ALLEY) IN BLOCK 2 IN CHYTRAUS ADDITION TO ARGYLE IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, 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 1228-32 West Winnemac, Chicago, IL 60618. The Real Property tax identification number is 14-08-308-049

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

Principal Increase of \$155,000.00.; Reduce Rate to 7.75% fixed; Extend Maturity to 5-15-2009.

**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

**BOX 333-CO**

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Property of Cook County Clerk's Office

NO-FEE X09

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## MODIFICATION OF MORTGAGE

Loan No: 32526163-222

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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 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.

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

**GRANTOR:**

**STATE BANK OF COUNTRYSIDE ATUT DATED 6-11-90 AKA TRUST# 90-681 AND NOT PERSONALLY**

By: 

Authorized Signer for State Bank of Countryside atut dated 6-11-90 aka Trust# 90-681 and not personally

By: 

Authorized Signer for State Bank of Countryside atut dated 6-11-90 aka Trust# 90-681 and not personally

**LENDER:**

x 

Authorized Signer

### NOTE: EXONERATION CLAUSE

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

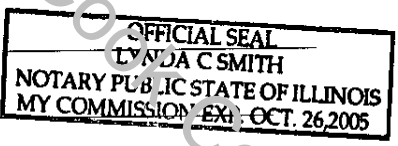
On this 21st day of May, 2002 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

, 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 Lynnda C Smith Residing at \_\_\_\_\_

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

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



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## MODIFICATION OF MORTGAGE

(Continued)

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### LENDER ACKNOWLEDGMENT

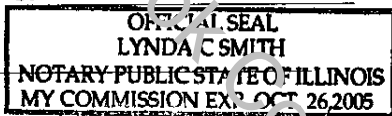
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 21st day of May, 2002 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 Lynda C Smith Residing at \_\_\_\_\_

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

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



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