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2002-10-10 14:43:02

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Cook County Recorder

30.50

RECORDATION REQUESTED BY:

NEW CENTURY BANK, an
Illinois banking corporation
363 W. Ontario
Chicago, IL 60610



0021115794

WHEN RECORDED MAIL TO:

NEW CENTURY BANK
363 W. Ontario
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Techie L. Vargas, Loan Administration Department
363 W. ONTARIO
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2002, is made and executed between Uptown National Bank of Chicago not personally but as Trustee under Trust Agreement dated June 17, 1996 and known as Trust No. 96-112, (the "Trust") whose address is 4753 North Broadway, Chicago, Illinois 60640 and American Heritage Investment LLC, a Delaware limited liability company. (referred to below as "Grantor") and NEW CENTURY BANK, an Illinois banking corporation, whose address is 363 W. Ontario, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on September 4, 2001 as document number 0010815668.

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

LOTS 5 AND 6 IN BLOCK 2 IN INGLEDEW'S ADDITION TO RAVENSWOOD, AS PER PLAT THEREOF RECORDED SEPTEMBER 12, 1874 IN BOOK OF PLATS PAGE 98 AS DOCUMENT 190307 (EXCEPT THAT PART OF LOTS 5 AND 6 FALLING EAST OF LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 7), IN SECTION 7 AND 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 4874-80 North Ashland Avenue, Chicago, IL 60640. The Real Property tax identification number is 14-07-423-032-0000

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

The floor of 6.00% is eliminated.

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

(2)

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 9001

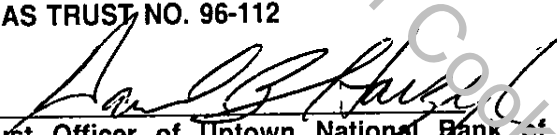
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Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any 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.

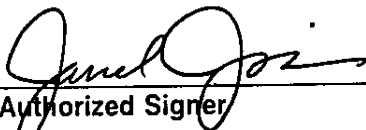
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2002

GRANTOR:

UPTOWN NATIONAL BANK OF CHICAGO NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1996 AND KNOWN AS TRUST NO. 96-112

By: 
Trust Officer of Uptown National Bank of Chicago not personally but as Trustee under Trust Agreement dated June 17, 1996 and known as Trust No. 96-112

LENDER:

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9001

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TRUST ACKNOWLEDGMENT

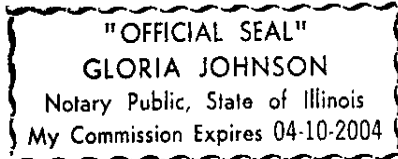
STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 1st day of September, 2002 before me, the undersigned Notary Public, personally appeared, **Trust Officer of Uptown National Bank of Chicago not personally but as Trustee under Trust Agreement dated June 17, 1996 and known as Trust No. 96-112**, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Gloria Johnson Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 4-10-2004



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