

# UNOFFICIAL COPY

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2002-11-18 13:08:47

Cook County Recorder 32.50

**RECORDATION REQUESTED BY:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631



**WHEN RECORDED MAIL TO:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

**SEND TAX NOTICES TO:**

CHICAGO TITLE AND TRUST  
COMPANY AS TRUST  
AGREEMENT DATED MAY 7,  
1987 AND KNOWN AS TRUST  
DATED 1089501  
171 N CLARK ST  
CHICAGO, IL 60601

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

BRICKYARD BANK  
BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60712

## **MODIFICATION OF MORTGAGE** CHICAGO TITLE LAND TRUST COMPANY successor trustee to

THIS MODIFICATION OF MORTGAGE dated October 22, 2002, is made and executed between CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee on behalf of CHICAGO TITLE AND TRUST COMPANY AS TRUST AGREEMENT DATED MAY 7, 1987 AND KNOWN AS TRUST DATED 1089501, whose address is 171 N CLARK ST, CHICAGO, IL 60601 (referred to below as "Grantor") and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60712-3631 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 22, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE DATED 7-22-1997 AND RECORDED 7-29-1997 AS DOCUMENT NUMBER 97549036 AND ALL SUBSEQUENT MODIFICATIONS THEREAFTER.**

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6450 N RIDGE AVENUE, CHICAGO, IL 60626. The Real Property tax identification number is 11-31-401-068 & 11-31-401-088

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

**EXTEND MATURITY DATED TO NOVEMBER 22, 2002. THIS MODIFICATION IS EVIDENCED BY A CHANGE OF TERMS AGREEMENT DATED 10-22-2002 IN THE AMOUNT OF \$2,200,704.74.**

JK

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Authorized Signer

X

LENDER:

Authorized Signer for CHICAGO TITLE AND TRUST COMPANY AS TRUST AGREEMENT DATED MAY 7, 1987 AND KNOWN AS TRUST DATED 1089501 AND NOT PERSONALLY

By:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY AS TRUST AGREEMENT DATED MAY 7, 1987 AND KNOWN AS TRUST DATED 1089501 AND NOT PERSONALLY

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 22, 2002.

**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.

## MODIFICATION OF MORTGAGE (Continued)

MODIFICATION OF MORTGAGE  
(Continued)

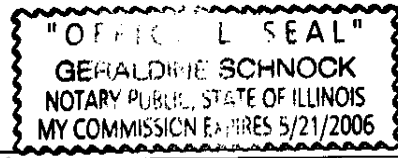
LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 18<sup>th</sup> day of November, 2002 before me, the undersigned Notary Public, personally appeared Patrick Racelis and known to me to be the Loan Officer, 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.

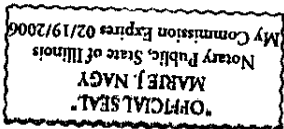
By Geraldine Schnock  
Notary Public in and for the State of Illinois  
My commission expires 5-21-2006

Residing at 6676 N Lincoln Ave  
Lincolnwood, IL  
60712



Clerk's Office

Property of Cook County, Illinois



My commission expires 2-19-06

Notary Public in and for the State of ILLINOIS

By Marie Nagy Residing at 8400 S. Halsted St. Chicago, IL 60626

and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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.

On this 12 day of November, 2005 before me, the undersigned Notary Public, personally appeared Joseph Schmitt, an officer of CHICAGO TITLE LAND TRUST COMPANY

STATE OF ILLINOIS  
COUNTY OF Cook  
)  
) SS  
)

TRUST ACKNOWLEDGMENT

LEGAL DESCRIPTION:

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Exhibit "A"

PARCEL 1:

THAT PART OF LOT 2 IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF RIDGE ROAD AND EAST OF THE WEST 552 FEET OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 6 AND 7 DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7, 106.0 FEET; THENCE NORTH PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 7, 48.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 95.36 FEET OF SAID LOT 6; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 6, 90.62 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 6; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 6 AND LOT 7, 51.24 FEET TO THE PLACE OF BEGINNING, IN JOHN BECKER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office