UNOFFICIAL COPIN 78086

Cook County Recorder

30.00

RECORDATION REQUESTED BY:

Park National Bank and Trust of Chicago 2958 North Milwaukee Avenue Chicago, IL 60618

0021278086

WHEN RECORDED MAIL TO:

Park National Bank and Trust of Chicago 2958 North Milwaukee Avenue Chicago, IL 6(618

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

Justyna Stypula, Loan Admin Park National Bank and Trust of Chicago 1958 North Milwaukee Avenue Chicago, IL 60618

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 14, 2002, is made and executed between Albany Bank and Trust Company, not personally but as Trustee, U/T/A dated May 7, 1991 and known as Trust No. 11-4808 (referred to below as "Grantor") and Park National Bank and Trust of Chicago, whose address is 2958 North Milwaukee Avenue, Chicago, IL 60618 (referred to below as "Leader").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County 10-29-2001 as Document No. 0011006348.

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

Lots 6, 7, 8 and the East 3 Feet of Lot 9 in Block 2 in L. Turner's Resubdivision of Blocks 1 to 6 inclusive in L. Turner's Subdivision of the Northeast 1/4 of the East 1/2 of the Southeast 1/4 of Section 19, 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 1647-53 W. Addison , Chicago, IL 60625. The Real Property tax identification number is 14-19-407-002-0000

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

The indebtedness is hereby increased to \$650,000.00 with maximum Lien of \$1,300,000.00.

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



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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 1003271

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 14, 2002.** 

**GRANTOR:** 

ALBANY BANK AND TRUST COMPANY, AS TRUSTEE U/T/A DATED 05-07-1991 AND KNOWN AS TRUST NO 11-4808

Authorized Signer for Albany Bank and Trust Company, as Trustee U/T/A dated 05-07-1991 and known .: Trust No.

11-4808

Authorized Signer for Albany Bank and Trust Company, as Trustee U/T/A dated 05-07-1991 and known as Trust No.

11-4808

LENDER:

**Authorized Signer** 

This statement is executed by ALBANY BANK & TRUST COMPANY, N.A., not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY, N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument. Clart's Office

Page 2

FICATION OF MORTGAGE

Loan No: 1003271 (Continued) Page 3 TRUST ACKNOWLEDGMENT Illinois STATE OF ) ) SS COUNTY OF ) On this day of 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 increin 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. Residing at Notary Public in and for the State of MILDRED A. BADILLO My commission expires OUTE CIEPTS OFFICE NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 09/27/2005

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# MODIFICATION OF MORTGAGE

Loan No: 1003271 (Continued) Page 4

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STATE OF	Illinois		)	
			) SS	
COUNTY OF	Cook	<u></u>	)	
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Vice President acknowledged said i Lender through its b that he or she is au Lender.  By	nstrument (a) be the free	for the Lender that e and voluntary act an perwise, for the uses at	executed the with d deed of the said and purposes therein that the seal affixed	in and foregoing instrument and Lender, duly authorized by the mentioned, and on oath stated d is the corporate seal of said

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