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RECORDATION REQUESTED BY:
NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60613

0030212559

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2003-02-13 10:46:33
Cook County Recorder 32.50

WHEN RECORDED MAIL TO:
NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60613



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SEND TAX NOTICES TO:
NORTH COMMUNITY BANK
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CHICAGO, IL 60613

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60613

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 20, 2002, is made and executed between Joseph M. Pisula, not personally but as Trustee under Trust Agreement dated May 2, 2000 and known as Trust No. 1730, successor trustee to American National Bank and Trust Company of Chicago as trustee under Trust Agreement dated December 16, 1988 and known as Trust No. 107220-07 whose address is 420 Lee Street, Des Plaines, IL 60016 (referred to below as "Grantor") and NORTH COMMUNITY BANK, whose address is 3639 NORTH BROADWAY, CHICAGO, IL 60613 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 15, 1992 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds on January 23, 1992 as Document No. 92044982, modified by Loan Modification Agreement dated April 10, 1998 and recorded April 28, 1998 as Document No. 98343078 with the Cook County Recorder of Deeds of Illinois and Modification of Mortgage dated October 15, 2001 and recorded April 9, 2002 as Document No. 0020403255 with the with the Cook County Recorder of Deeds of Illinois.

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

LOTS 2 AND 3 IN EDIDIN AND BROTT'S SUBDIVISION, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1726-34 West Algonquin Road, Arlington Heights, IL 60005. The Real Property tax identification number is 08-08-401-042 and 08-08-401-043

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

1. The Note and Security Agreement originally dated January 15, 1992, executed by grantor's beneficiary, and secured by this mortgage, hereinafter referred to as "Note" will be modified effective November 15, 2002 to change the interest rate on the Note from a fixed interest rate of 6.75% to a variable interest rate of the prime interest rate of North Community Bank

Property of Cook County Clerk's Office

Authorized Signer

X *Ronald J. Burke*

LENDER:

Joseph M. Pisula

By: *Joseph M. Pisula as Trustee with dated 5/2/00 # 1730*

MAY 2, 2000 AND KNOWN AS TRUST NO. 1730

JOSEPH M. PISULA, TRUSTEE UNDER TRUST AGREEMENT DATED

GRANTOR:

DECEMBER 20, 2002.

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

actions.

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

3. All other terms and provisions of the Mortgage shall remain in full force and effect.

2. Effective December 15, 2002, the principal and interest payment on the Note will be changed from \$4,593.39 to \$3,417.43, and will be payable monthly thereafter until maturity.

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 28796

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TRUST ACKNOWLEDGMENT

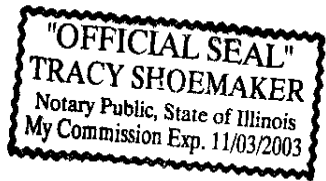
STATE OF IL)
COUNTY OF Cook) SS

On this 20th day of December, 2002 before me, the undersigned Notary Public, personally appeared Joseph M. Pisula, of Joseph M. Pisula, trustee under Trust Agreement dated May 2, 2000 and known as Trust No. 1730, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Tracy Shoemaker Residing at

Notary Public in and for the State of IL

My commission expires 11-3-03

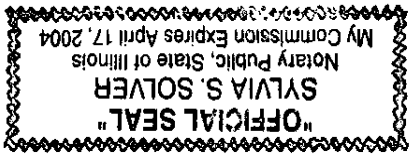


Cook County Clerk's Office

11/03/2002

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My commission expires _____

Notary Public in and for the State of _____

By _____

Residing at _____

On this _____ day of _____, 2003, 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.

COUNTY OF _____

STATE OF _____

LENDER ACKNOWLEDGMENT