

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
BANK OF LINCOLNWOOD  
4433 W. TOUHY AVENUE  
LINCOLNWOOD, IL 60712

0030227347

1194/0053 87 006 Page 1 of 5  
2003-02-18 10:00:05  
Cook County Recorder 32.50

WHEN RECORDED MAIL TO:  
BANK OF LINCOLNWOOD  
4433 W. TOUHY AVENUE  
LINCOLNWOOD, IL 60712



SEND TAX NOTICES TO:  
BANK OF LINCOLNWOOD  
4433 W. TOUHY AVENUE  
LINCOLNWOOD, IL 60712

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Marie A. Mitchell, Loan Officer  
Bank of Lincolnwood  
4433 West Touhy Avenue  
Lincolnwood, IL 60712

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 7, 2003, is made and executed between Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust as Trustee under Trust Agreement dated April 1, 1976 and known as Trust No. 4875, whose address is 540 Pasquinelli Drive, 2nd Floor, Westmont, IL 60559 (referred to below as "Grantor") and BANK OF LINCOLNWOOD, whose address is 4433 W. TOUHY AVENUE, LINCOLNWOOD, IL 60712 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 30, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the Cook County Recorder and known as Document 21127166.

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

Lots 14 & 15 (except the north 28 feet thereof) in Block 6 in Ashland Addition to Ravenswood in the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian (therefrom that part taken or sed for Ashland Avenue) in Cook County, Illinois.

The Real Property or its address is commonly known as 4107-11 N. Ashland Avenue, Chicago, IL 60613. The Real Property tax identification number is 14-17-308-016

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

Rate remains the same. Line of Credit increased to \$200,000.00. Maturity remains the same, 09-30-03.

**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

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

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 JANUARY 7, 2003.

GRANTOR:

FIFTH THIRD BANK TRUST AS SUCCESSOR TRUSTEE FOR PINNACLE BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1976 AND KNOWN AS TRUST NO. 4875

By: *Mark H. Brown*, Vice President & trust Officer  
Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust

Attest:  
By: *Lucretia A. Cartwright* Assistant Trust Officer  
Authorized Signer for Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust as Trustee under Trust Agreement dated April 1, 1976 and known as Trust No. 4875

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

SEE ATTACHED RIDER FOR EXECUTION

FOR EXECUTION

LENDER:

X *[Signature]*  
Authorized Signer

ATTEST:

*Robert A. Anthony Jr.*  
\_\_\_\_\_  
(Assistant) Trust Officer

BY: *William A. Brown*  
\_\_\_\_\_  
Vice President & Trust Officer

FIFTH THIRD BANK, not individually,  
but as Trustee under Trust No. 4875

Executed and delivered by FIFTH THIRD BANK as trustee, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein-described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

UNDER TRUST NO. 4875

DATED: January 7, 2003

RIDER ATTACHED to MODIFICATION OF MORTGAGE,  
to BANK OF LINCOLNWOOD

TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

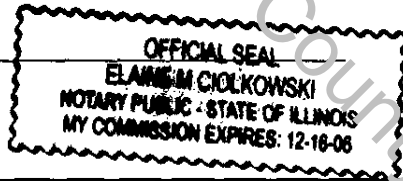
On this 9th day of January, 2003 before me, the undersigned Notary Public, personally appeared **Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust, of Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust as Trustee under Trust Agreement dated April 1, 1976 and known as Trust No. 4875**

, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Elaine M. Ciolkowski Residing at 3101 W. 95th Street  
Evergreen Park, IL. 60805

Notary Public in and for the State of Illinois

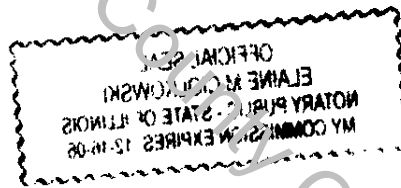
My commission expires \_\_\_\_\_



Clerk's Office

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Property of Cook County Clerk's Office



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

On this 10<sup>th</sup> day of January, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared Timothy Crowe and known to me to be the Asst. V.P., 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 Sheila Klepper Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

