

UNOFFICIAL COPY

0030310780

5/21/0129 55 001 Page 1 of 3

2003-03-06 08:41:58

Cook County Recorder 28.00



0030310780

RECORDATION REQUESTED BY:

NORTH BANK
501 N. CLARK ST.
CHICAGO, IL 60610

WHEN RECORDED MAIL TO:

NORTH BANK
501 N. CLARK ST.
CHICAGO, IL 60610

SEND TAX NOTICES TO:

NORTH BANK
501 N. CLARK ST.
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

PAUL CASNER, VICE PRESIDENT
NORTH BANK
501 N. CLARK ST.
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 26, 2003, is made and executed between Patrick M. Maloney, whose address is 417 E. Deerpath Rd., Lake Forest, IL 60045 and Cynthia S. Maloney, whose address is 417 E. Deerpath Rd., Lake Forest, IL 60045 (referred to below as "Grantor") and NORTH BANK, whose address is 501 N. CLARK ST., CHICAGO, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 28, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED NOVEMBER 6, 2002 AND RECORDED AS DOCUMENTS NUMBERED 0021224871 AND 0021224872.

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

THE EAST 67.71 FEET OF LOTS 8, 9, 10 AND 11 IN J. LOGEMAN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 1 IN THE SUBDIVISION OF OUTLOT 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, 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 2900 N. SHEFFIELD, CHICAGO, IL 60657. The Real Property tax identification number is 14-29-220-045-0000

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

THE PROMISSORY NOTE AND MORTGAGE ARE INCREASED BY \$290,000.00 FROM \$210,000.00 TO \$500,000.00 WITH ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL PROMISSORY NOTE, MORTGAGE AND ASSIGNMENT OF RENTS REMAINING UNCHANGED.

THIS MODIFICATION ALSO IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION AND PIN NUMBER ON THE AFOREMENTIONED MORTGAGE AND ASSIGNMENT OF RENTS BY BEING CHANGED TO:

LOTS 8, 9, 10 AND 11, EXCEPTING THEREFROM THE WEST 55.29 FEET THEREOF, IN J. LOGEMAN'S

BOX 333-CT

8079036 - D2-SLG 2/7/2

3
2

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 5721513

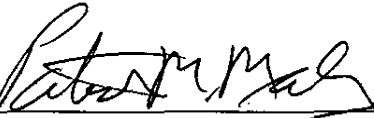
Page 2

SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 1 IN THE SUBDIVISION OF OUTLOT 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 26, 2003.

GRANTOR:

X 
Patrick M. Maloney, Individually

X 
Cynthia S. Maloney, Individually

LENDER:

X 
Authorized Signer

30310780

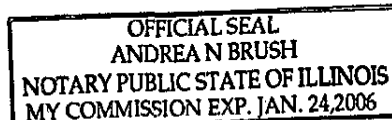
Cook County Clerk's Office

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Patrick M. Maloney and Cynthia S. Maloney**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of FEB, 2003

By [Signature] Residing at 501 N. CLARK

Notary Public in and for the State of ILLINOIS

My commission expires 1-24-06

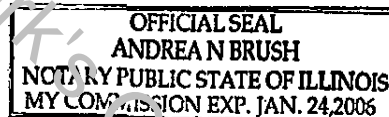
30310780

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
)



On this 26th day of February, 2003 before me, the undersigned Notary Public, personally appeared Paul Casner and known to me to be the Vice President, 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 [Signature] Residing at 501 N. CLARK

Notary Public in and for the State of ILLINOIS

My commission expires 1-24-06