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2003-04-02 14:12:31
Cook County Recorder 30.30



WHEN RECORDED MAIL TO:
Northview Bank & Trust
Northfield
245 Waukegan Road
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

SANDY M. HOVEY, LOAN ADMINISTRATOR
Northview Bank & Trust
245 Waukegan Road
Northfield, IL 60093

O'Connor Title
Services, Inc.

3092-053

MODIFICATION OF MORTGAGE

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO **JK*

THIS MODIFICATION OF MORTGAGE dated January 31, 2003, is made and executed between CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE, UNDER TRUST AGREEMENT NO. 1097472 DATED 03/19/92, (referred to below as "Grantor") and Northview Bank & Trust, whose address is 245 Waukegan Road, Northfield, IL 60093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 19, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED 12/04/2002 AS DOCUMENT NUMBER 0021336373 WITH THE COOK COUNTY RECORDER.

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

UNIT NO. 3461 IN THE NORTH POINTE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: A PART OF LOT 1 IN OPTIMA CONSOLIDATION IN FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED 03/27/89 AND KNOWN AS TRUST NO. 107926-04 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON 10/25/90 AS DOCUMENT NO. 90521902, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS CREATED PURSUANT TO SUCH DECLARATION AS MAY BE AMENDED FROM TIME TO TIME.

The Real Property or its address is commonly known as 3461 HARRISON STREET, EVANSTON, IL 60201. The Real Property tax identification number is 10-10-201-077-1115

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

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MODIFICATION OF MORTGAGE

(Continued)

THE MATURITY DATE OF THE NOTE IS EXTENDED TO 01/15/2004, AT WHICH TIME ALL OUTSTANDING SUMS DUE TO LENDER UNDER THE NOTE SHALL BE PAID IN FULL, AND THE MORTGAGE IS MODIFIED ACCORDINGLY.

THE TOTAL OF ALL INDEBTEDNESS SO SECURED IS DECREASED TO AND SHALL NOT EXCEED FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00).

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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser, 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 JANUARY 31, 2003.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY

AS SUCCESSOR TRUSTEE TO *94

*CHICAGO TITLE AND TRUST COMPANY UNDER TRUST AGREEMENT NO. 1097472 DATED 03/19/92 and not personally

BY: *[Signature]*
Authorized Signer for CHICAGO TITLE AND TRUST COMPANY

UNDER TRUST AGREEMENT NO. 1097472 DATED 03/19/92 and not personally

LENDER:

[Signature]
Authorized Signer

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 to bind the Trustee or for the purpose of binding the Trustee personally, and the Trustee hereby agrees and agrees to be bound by the Trustee personally and intended for the purpose of binding 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.

Property of Cook County
SOLICITOR GENERAL

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 004516001

Page 3

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

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) SS

COUNTY OF COOK)

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On this 26th day of March, 2003 before me, the undersigned Notary Public, personally appeared JOSEPH F. SOCHACKI, an officer of CHICAGO TITLE LAND TRUST COMPANY

, and known to me to be (an) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Kelly Weber

Residing at 171 N. CLARK ST.,

Notary Public in and for the State of Illinois

CHICAGO, IL 60601

My commission expires _____

"OFFICIAL SEAL"
KELLY M. WEBER
Notary Public, State of Illinois
My Commission Expires 4/23/05

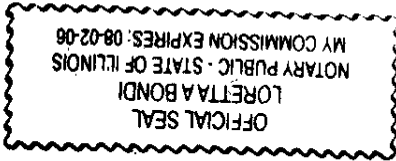
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Cook County Clerk's Office

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Property of Cook County Clerk's Office

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My commission expires

Notary Public in and for the State of ILLINOIS

Residing at

By *Loreta Bondi*

On this 31ST day of JANUARY, 2003, before me, the undersigned Notary Public, personally appeared JEFFREY M. THOLECKE and known to me to be the SENIOR 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.

COUNTY OF COOK

STATE OF ILLINOIS

LENDER ACKNOWLEDGMENT