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2003-04-07 14:21:00

Cook County Recorder 30.50

RECORDATION REQUESTED BY:  
EDENS BANK  
3245 WEST LAKE AVENUE  
WILMETTE, IL 60091

WHEN RECORDED MAIL TO:  
EDENS BANK  
3245 WEST LAKE AVENUE  
WILMETTE, IL 60091

SEND TAX NOTICES TO:  
EDENS BANK  
3245 WEST LAKE AVENUE  
WILMETTE, IL 60091

FOR RECORDER'S USE ONLY

Real Estate Index R1047726

This Modification of Mortgage prepared by:



EDENS BANK  
3245 WEST LAKE AVENUE  
WILMETTE, IL 60091

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PS

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 20, 2003, is made and executed between Smith Wood Industries, Inc., an Illinois Corporation, whose address is 6150 Northwest Highway, Chicago, IL 60631 (referred to below as "Grantor") and EDENS BANK, whose address is 3245 WEST LAKE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 19, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded in the Office of Cook County Recorder of Deeds as Document number 00286032.**

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

PARCEL #1: LOT 8 AND THE WESTERLY 45 FEET OF LOT 9, IN BLOCK 42 IN NORWOOD PARK IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 9 (EXCEPT THE WESTERLY 45 FEET THEREOF), ALL OF LOT 10 AND THE WESTERLY 10 FEET OF LOT 11 IN BLOCK 42 IN NORWOOD PARK IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6150 Northwest Highway, Chicago, IL 60631. The Real Property tax identification number is 13-06-108-016-0000 & 13-16-108-023-0000

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

**The floor rate is increased to 6.00%.**

**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,

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 20, 2003.

GRANTOR:

SMITH WOOD INDUSTRIES, INC.

By: James B. Smith, President of Smith Wood Industries, Inc.

LENDER:

X Authorized Signer

*[Handwritten Signature]*

makers and endorser 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.

CORPORATE ACKNOWLEDGMENT

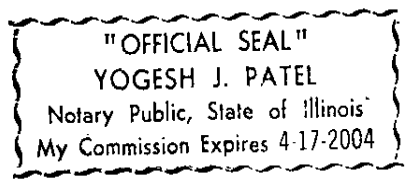
STATE OF Illinois )
) SS
COUNTY OF Cook )

On this 25th day of March, 2003 before me, the undersigned Notary Public, personally appeared **James B. Smith, President of Smith Wood Industries, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Yogesh J. Patel Residing at Wilmette, IL: 60091

Notary Public in and for the State of Illinois

My commission expires 4/17/2004



LENDER ACKNOWLEDGMENT

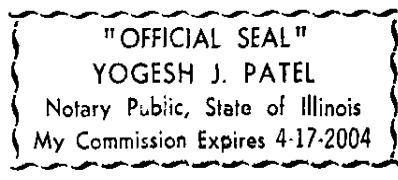
STATE OF Illinois )
) SS
COUNTY OF Cook )

On this 20th day of March, 03 before me, the undersigned Notary Public, personally appeared Todd Roth 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 Yogesh J. Patel Residing at Wilmette, IL: 60091

Notary Public in and for the State of Illinois

My commission expires 4/17/2004



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Loan No: 11210633

MODIFICATION OF MORTGAGE  
(Continued)

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