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6/9/03 05:00:01 Page 1 of 7
2003-04-08 15:34:39
Cook County Recorder 36.00



HE 22013043<71c
RECORDATION REQUESTED BY:
Bank One, NA with its main
office at Chicago, Illinois
120 South LaSalle Street
Chicago, IL 60603

WHEN RECORDED MAIL TO:
Bank One, NA
439 W. Schick Road Suite
200
Bloomington, IL 60108

SEND TAX NOTICES TO:
Great Bank Trust Company as
Successor Trustee to
Westbank/Naperville
2900 S. Western Avenue
Olympia Fields, IL 60461

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Dawn M. Rutkowski, Real Estate Officer
Bank One, NA with its main office at Chicago, Illinois
439 W. Schick Road, Suite 200
Bloomington, IL 60108

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2003, is made and executed between Great Bank Trust Company as Successor Trustee to Westbank/ Naperville as Trustee under Trust Agreement dated and known as Trust Number 90115 dated August 27, 1990 (referred to below as "Grantor") and Bank One, NA with its main office at Chicago, Illinois, whose address is 120 South LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 1, 1994 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated September 1, 1994 as recorded September 26, 1994 as document number 94832558 .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described area (hereinafter referred to as "Property") located in Cook County, State of Illinois:

EXONERATION CLAUSE IS AREA (HERE)
HERETO AND MADE A PART HEREOF.

UNIT NUMBER B-3627 IN THE ROOFTOP VIEW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 15 FEET OF LOT 40 AND SOUTH 15 FEET OF LOT 41 IN TRUSTEE'S SUBDIVISION OF BLOCK 15 IN LAFLIN SMITH AND DYERS SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES NORTHEAST CORNER THEROF) IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93343242; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS. TAX ID#14202280401001

The Real Property or its address is commonly known as 3627 N Sheffield, #B, Chicago, IL 60613. The Real Property tax identification number is 14202280401001

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

BOX 333-CTI

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Property of Cook County Clerk's Office

MODIFICATION OF MORTGAGE

(Continued)

To extend the maturity date to March 1, 2008, lower the rate to 5.00%, change the principal balance to \$104,446.88. All other terms and conditions remain in full force and effect.

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 MARCH 1, 2003.

GRANTOR:

GreatBank
WESTBANK/NAPERVILLE
GREAT BANK TRUST COMPANY AS SUCCESSOR TRUSTEE TO

WESTBANK/NAPERVILLE

By:

[Signature]

Authorized Signer for Great Bank Trust Company as Successor

Trustee to Westbank/Naperville

Ass't. Vice Pres. & Sr. Land Trust Officer

LENDER:

Authorized Signer

[Signature]

Administrative Ass't

ATTEST:

[Signature]

EXONERATION CLAUSE IS ATTACHED
HERE TO

TRUST ACKNOWLEDGMENT

STATE OF IL)

) SS

COUNTY OF Cook)

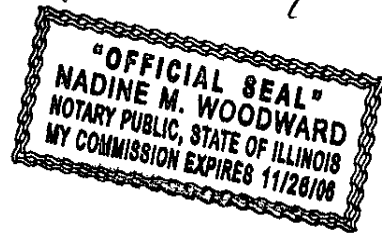
On this 20th day of March, 2003 before me, the undersigned Notary Public, personally appeared Angela Giannetti, Ass't. Vice Pres. & Sr. Land Trust Officer and Evelyn Sebastian, Administrative Ass't.

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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 and in fact executed the on behalf of the trust.

By Nadine M. Woodward Residing at Peotone, IL

Notary Public in and for the State of Illinois

My commission expires 11/26/06



EXEMPTION GRANTED TO ATTACHED
HERETO AND MADE A PART HEREOF.

DeKalb 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 _____

By _____ Residing at _____

On this _____ day of _____, 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 _____

)
) SS
)

STATE OF _____

LENDER ACKNOWLEDGMENT

EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by 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 GreatBanc Trust Company as Successor Trustee to Westbank/Naperville or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor
Trustee to Westbank/Naperville
not individually, but solely as Trustee
under Trust No. 40-90-115

By Angela Scarnetti
Assistant Vice President &
Sr. Land Trust Officer

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 1st day of March, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Bank One, NA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3627 N. Sheffield, #B, Chicago, IL 60613

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Rooftop View Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (I) Declaration or any other document which creates the Condominium Project; (II) by laws; (III) code of regulations; and (IV) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (I) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (II) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.
- C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (I) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (II) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (III) termination of professional management and assumption of self-management of the Owners Association; or (IV) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider:

Angela Diannette
Great Bank Trust Company Successor Trustee under
Trust Agreement dated August 27, 1990 and known
As Trust Number 90115
Ass't Vice Pres. & Sr. Land Trust Officer

Attest: Euellyn Sebastian
Administrative Ass't.

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by 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 GreatBanc Trust Company as Successor Trustee to Westbank/Naperville or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor
Trustee to Westbank/Naperville
not individually, but solely as Trustee
under Trust No. 40-90-115

By Angela Stannette
Assistant Vice President &
Sr. Land Trust Officer