

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 05/02/2003 04:02 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:  
Founders Bank  
Mount Greenwood Branch  
3052 West 111th Street  
Chicago, IL 60655



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

S. Creamer  
Founders Bank  
3052 West 111th Street  
Chicago, IL 60655

Real Estate Index R1053948

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## MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated March 21, 2003, is made and executed between Founders Bank/  
Successor by Merger to Mount Greenwood Bank  
not personally but as Trustee on behalf of Founders Bank Trust #5-1198 dated 7/22/96, whose address is  
11850 S. Harlem, Palos Heights, IL 60463 (referred to below as "Grantor") and Founders Bank, whose  
address is 3052 West 111th Street, Chicago, IL 60655 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 15, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded 04/16/97 as Document #97-265366.

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

Lot 3 in Block 1 in Newberry's Addition to Chicago in the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 735 N. Wells, Chicago, IL 60610. The Real Property tax identification number is 17-09-203-005-0000

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

Rate decreased from 7.70% to 6.50%.

**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

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## MODIFICATION OF MORTGAGE

Loan No: 146603680

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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 21, 2003.**

**GRANTOR:**

This mortgage is executed by Founders Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagor herein and by every person and person hereafter claiming any right as security, promisor, not holder or assignee herein or in the note secured by this mortgage, the mortgagor and its creating any liability on Founders Bank, that any of the liabilities under said mortgage or any other mortgage secured by the property of said mortgagor or any other person herein or hereafter shall not be performed or any interest there accruing hereon shall not be paid or any other obligations or liabilities shall not be performed or any recovery on this mortgage and the note secured hereby shall be satisfied against and out of property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said note.

**FOUNDERS BANK TRUST #5-1198**

**FOUNDERS BANK, Successor by Merger to Mount Greenwood Bank**  
**not personally but as Trustee under that certain trust**  
agreement dated 07-22-1996 and known as Founders Bank/ Trust  
#5-1198.

Successor by Merger to Mount Greenwood Bank

By: Barbara J. Ralson  
~~Trust Officer~~ Asst. Vice President



**LENDER:**

x Charlotte Boenigk  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 146603680

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### TRUST ACKNOWLEDGMENT

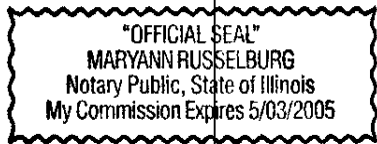
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 22nd day of April, 2003, before me, the undersigned Notary Public, personally appeared Trust Officer of Founders Bank, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Mary Ann Russelburg Residing at \_\_\_\_\_

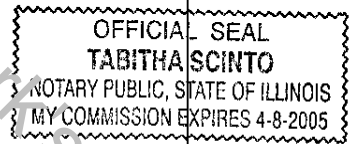
Notary Public in and for the State of Illinois

My commission expires 5/3/2005



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )



On this 22 day of April, 2003, before me, the undersigned Notary Public, personally appeared Charlotte Boissonneau 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 Tabitha Scinto Residing at Founders Bank

Notary Public in and for the State of Illinois

My commission expires 4-8-05