

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/20/2003 11:49 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

FOR RECORDER'S USE ONLY

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**This Modification of Mortgage prepared by:**

Ed Bylina, Commercial Loan Department  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645-5494

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 16, 2003, is made and executed between Devon Bank, as Trustee U/T/A dtd 05/24/2002 A/K/A Devon Bank Trust # 6750, whose address is 6445 N. Western Avenue, Chicago, Illinois (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 16, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Construction Mortgage and Assignment of Rents** dated August 16, 2002 recorded August 23, 2002 as Document #'s 0020927288 and 0020927289, in Cook County, Illinois.

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

Lots 7,8 and 13 in Block 8 Gross' North Addition to Chicago in the East 1/2 of the Southeast 1/4 of Section 19, 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 3250 N.Lincoln Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-19-430-016-0000 and 14-19-430-018-0000

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

The Mortgage is hereby amended to extend the maturity date to 7/30/2003. All other terms and conditions remain unchanged.

**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

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parties, 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.

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 16, 2003.

GRANTOR:

DEVON BANK, not personally, but as Trustee under that certain trust agreement dated 05-24-2002 and known as Devon Bank Trust # 6750.

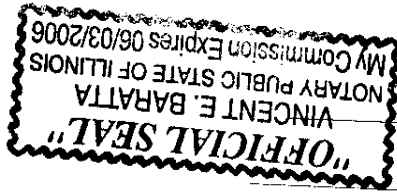
By: Nancy M. Brown  
 Nancy M. Brown, Land Trust Officer of Devon Bank  
 Land Trust Officer

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

LENDER:

NMB  
 Authorized Signer X

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My commission expires \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

By \_\_\_\_\_

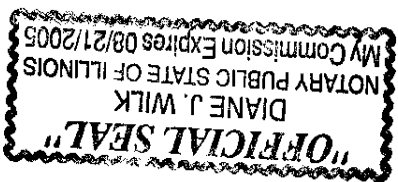
Residing at \_\_\_\_\_

On this 19th day of March, 2003, before me, the undersigned Notary Public, personally appeared William Chiores, 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



My commission expires 8-21-05

Notary Public in and for the State of \_\_\_\_\_

By \_\_\_\_\_

Residing at \_\_\_\_\_

On this 17th day of March, 2003, before me, the undersigned Notary Public, personally appeared Nancy M. Brown, Land Trust Officer of Devon 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.

COUNTY OF Cook

STATE OF Illinois

## TRUST ACKNOWLEDGMENT