

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/21/2003 10:06 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Mount Prospect National  
Bank  
50 North Main Street  
Mount Prospect, IL 60056

*Box 169*

**WHEN RECORDED MAIL TO:**

Mount Prospect National  
Bank  
50 North Main Street  
Mount Prospect, IL 60056

**SEND TAX NOTICES TO:**

Mount Prospect National  
Bank  
50 North Main Street  
Mount Prospect, IL 60056

**FOR RECORDER'S USE ONLY**

*REI # 209910*

*2 of 5*

This Modification of Mortgage prepared by:

Andrew A. Hommowun, Vice President  
Mount Prospect National Bank  
50 North Main Street  
Mount Prospect, IL 60056

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*CE*

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 28, 2003, is made and executed between Andrew B. Gross (referred to below as "Grantor") and Mount Prospect National Bank, whose address is 50 North Main Street, Mount Prospect, IL 60056 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 20, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

January 14, 2002 in the Cook County Recorder of Deeds, Document #0020051480.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 943 W. Huron, #C, Chicago, IL 60622. The Real Property tax identification number is 17-08-220-052

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

**Decrease amount of lien from \$150,000 to \$85,000; all other terms remain as originally stated.**

**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

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9001

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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 28, 2003.**

GRANTOR:

X *Andrew B. Gross*  
Andrew B. Gross, Individually

LENDER:

X *Andrew A. Hornum* v.s.  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*

COUNTY OF *Cook*

On this day before me, the undersigned Notary Public, personally appeared **Andrew B. Gross**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this *4th* day of *April*, 20 *03*

By *Paul R. Larson*

Residing at *Cook County*

Notary Public in and for the State of *Illinois*

My commission expires *10/4/2004*



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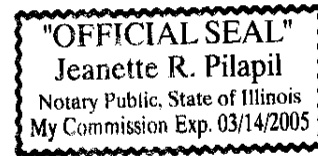
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9001

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 )  
 COUNTY OF COOK )



On this 28th day of March, 2003 before me, the undersigned Notary Public, personally appeared Andrew A. Hommon 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 Jeanette R. Pilapil Residing at Mount Prospect, IL

Notary Public in and for the State of IL

My commission expires 03/14/05

Deputy Clerk of Cook County Clerk's Office

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STREET ADDRESS: 943 W HURON #C  
CITY: CHICAGO 60622 COUNTY: COOK  
TAX NUMBER: 17-08-220-052-0000

**LEGAL DESCRIPTION:**

PARCEL 1 (UNIT C): THE SOUTH 17.06 FEET OF THE NORTH 51.36 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND:

LOT 28 AND THE EAST 11 FEET OF LOT 27 IN BLOCK 1 IN RIDGELY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BEING A SUBDIVISION 5, 9, 10, 11, 12, 14, 15 AND 16 OF ASSESSOR'S DIVISION IN THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF THE NORTH AND SOUTH 14 FEET ALLEY AND THE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 27, LYING EAST AND SOUTH OF THE EAST AND SOUTH LINES OF LOT 28, LYING WEST OF THE WEST LINE OF LOTS 29 TO 35, BOTH INCLUSIVE, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 28, TO THE NORTHWEST CORNER OF LOT 29 AND LYING NORTHEASTERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 35 TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF LOT 27 AND THE WEST LINE OF THE EAST 11 FEET OF LOT 27, IN BLOCK 1 IN RIDSELEY'S ADDITION TO CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR INGRESS, EGRESS AND COMMON AREA FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT, RECORDED AS DOCUMENT 97583266