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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 06/08/2003 10:28 AM Pg: 1 of 3

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Ten North Dearborn Street,
Suite 900
Chicago, IL 60602-4202

~~WHEN RECORDED MAIL TO:~~

The PrivateBank and Trust
Company
Ten North Dearborn Street,
Suite 900
Chicago, IL 60602-4202

ATTN: Scott DeBoen

SEND TAX NOTICES TO:

Anthony J. DeVito
903 S. Bishop
Chicago, IL 60607

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

1321-0 AC

Mail To: Box # 872

4393750

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2003, is made and executed between Anthony J. DeVito, never married, whose address is 903 S. Bishop, Chicago, IL 60607 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 12, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 3/19/2001 as document #0010213857, in Cook County, Illinois.

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

The West 5 feet of Lot 19 and all Lot 20 in Block 48 in Canal Trustees Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, 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 1459 W. Taylor St., Chicago, IL 60607. The Real Property tax identification number is 17-17-325-001

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

Rate decrease from 8.00% fixed to 6.00% fixed. The maturity date will also be extended to March 1, 2008.

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

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MODIFICATION OF MORTGAGE (Continued)

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 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 MARCH 1, 2003.

GRANTOR:

x Anthony J. DeVito
Anthony J. DeVito, Individually

LENDER:

x [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Anthony J. DeVito, 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 14th day of April, 20 03

By [Signature]
Notary Public in and for the State of Illinois

Residing at Berwyn, Illinois

My commission expires 9-12-05



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 14th day of April, 2003 before me, the undersigned Notary Public, personally appeared James F. Wagner and known to me to be the Assoc. Managing Director, 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 Alicia Torres Residing at Berwyn, Illinois

Notary Public in and for the State of Illinois

My commission expires 9-12-05



COOK County Clerk's Office