

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Harris Bank  
Glencoe-Northbrook, N.A.  
333 Park Avenue  
Glencoe, IL 60022



Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 06/06/2003 11:20 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

**PRAIRIE TITLE**  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

Michael Silverstein, Documentation Specialist  
Harris Bank/BLST  
311 West Monroe Street, 14th Floor  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated March 1, 2003, is made and executed between Adam P. Winick, not personally but as Trustee of the Adam P. Winick Trust, dated September 23, 1999, whose address is 2315 North Southport, Chicago, IL 60614 (referred to below as "Grantor") and Harris Bank Glencoe-Northbrook, N.A., whose address is 333 Park Avenue, Glencoe, IL 60022 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 1, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**A Mortgage and an Assignment of Rents recorded on March 11, 1999 as Document Number 99235204 and Document 99235205, respectively in the Cook County Recorder's Office, as may be subsequently modified from time to time.**

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

LOTS 156, 157 AND 158 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2613-19 West Berwyn, Chicago, IL 60625. The Real Property tax identification number is 13-12-228-013-0000

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

**This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated March 1, 2003 in the original principal amount of Seven Hundred Forty-Nine Thousand Two Hundred Seventy-Three and 39/100 (\$749,273.39) to Lender bearing a variable rate of interest equal to one half (1/2) basis point minus Lender's Prime Rate ("Index") variable together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the**

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Loan No: 4208

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Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of Seven Hundred Forty-Nine Thousand Two Hundred Seventy-Three and 39/100 (\$749,273.39); (3) all references in the Mortgage and the Assignment of Rents to Grantor shall now mean Adam P. Winick, not personally, but as Trustee of the Adam P. Winick Trust dated September 23, 1999. All other terms and conditions remain the same.

**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:

ADAM P. WINICK TRUST DATED SEPTEMBER 23, 1999

By: 

Adam P. Winick, Trustee of Adam P. Winick Trust dated  
September 23, 1999

LENDER:

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

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### TRUST ACKNOWLEDGMENT

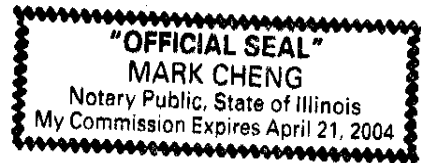
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 25<sup>th</sup> day of MARCH, 2003 before me, the undersigned Notary Public, personally appeared **Adam P. Winick, Trustee of Adam P. Winick Trust dated September 23, 1999**, 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 [Signature] Residing at 4913 N. ASHLAND, CHGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires 4/21/04



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of March, 2003 before me, the undersigned Notary Public, personally appeared Samuel A. Moore 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 [Signature] Residing at Normal, IL

Notary Public in and for the State of Illinois

My commission expires 3/30/03

