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# UNOFFICIAL COPY



0319035283

**RECORDATION REQUESTED BY:**  
**OXFORD BANK & TRUST**  
Lake Street Branch  
1100 WEST LAKE STREET  
P.O. BOX 129  
ADDISON, IL 60101

Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 07/09/2003 01:24 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**  
**OXFORD BANK & TRUST**  
Lake Street Branch  
1100 WEST LAKE STREET  
P.O. BOX 129  
ADDISON, IL 60101

**SEND TAX NOTICES TO:**  
**TR DEVELOPMENT**  
**WORKSHOP, INC.**  
1415 SHERMAN AVE., #101  
EVANSTON, IL 60201

3

TICOR TITLE INSURANCE

**FOR RECORDER'S USE ONLY**

**ORIGINAL**

This Modification of Mortgage prepared by:

**FRANK H. LAKOFKA, SENIOR VICE PRESIDENT**  
**OXFORD BANK & TRUST**  
1100 WEST LAKE STREET  
ADDISON, IL 60101

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated April 1, 2003, is made and executed between **TR DEVELOPMENT WORKSHOP, INC.**, whose address is 1415 SHERMAN AVE., #101 EVANSTON, IL 60201; **AN ILLINOIS CORPORATION** (referred to below as "Grantor") and **OXFORD BANK & TRUST**, whose address is 1100 WEST LAKE STREET, P.O. BOX 129, ADDISON, IL 60101 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 31, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED NOVEMBER 18, 2002 AS DOCUMENT NO. 0021273225.**

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

**PARCEL 1:** UNIT NUMBER 101 AND UNIT NUMBER P-1 AND P-2 IN THE 433 N. WELLS STREET CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 23-11/24 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 8 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0011191247; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

**PARCEL 2:** THE RIGHT TO THE USE OF SA-1, A LIMITED COMMON ELEMENT AS DESCRIBED IN THE AFORESAID DECLARATION.

The Real Property or its address is commonly known as 433 N. WELLS, #101, CHICAGO, IL 60601. The Real Property tax identification number is 17-09-252-006-0000 & 17-06-252-007-0000

**BOX 323-071**

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 7546673-3

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

**THE INTEREST RATE ON THE PROMISSORY NOTE IS HEREBY CHANGED TO A FIXED RATE OF 6.25% FOR THE TERM OF THE NOTE, AND THE PAYMENT IS CHANGED TO A MONTHLY PRINCIPAL AND INTEREST PAYMENT OF \$1,650.00 BEGINNING WITH THE MAY 1, 2003 PAYMENT. .**

**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 APRIL 1, 2003.**

**GRANTOR:**

TR DEVELOPMENT WORKSHOP, INC.

By: 

THOMAS A. ROSZAK, President of TR DEVELOPMENT WORKSHOP, INC.

**LENDER:**X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

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### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) SS )

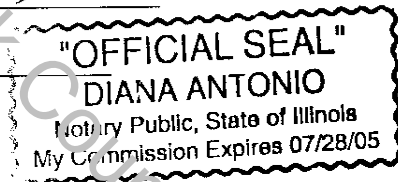
On this 14<sup>th</sup> day of April, 2003 before me, the undersigned Notary Public, personally appeared **THOMAS A. ROSZAK, President of TR DEVELOPMENT WORKSHOP, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Diana Antonio

Residing at 149 W. Harbor Drive, Lake Zurich, IL

Notary Public in and for the State of Illinois

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



*Notary Public, State of Illinois*  
*County Clerk's Office*

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

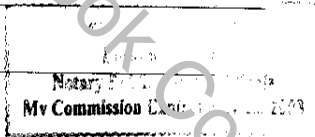
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DuPage )

On this 1st day of April, 2003 before me, the undersigned Notary Public, personally appeared Frank H. Lakoffe and known to me to be the SVP, 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 Churam... Residing at \_\_\_\_\_

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

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



Cook County Clerk's Office