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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 07/11/2003 08:28 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
Manufacturers Bank
Commercial Banking -
Executive Division
1200 N. Ashland Avenue
Chicago, IL 60622

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

LN# 4112349

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Deborah M. Bauer
MB Financial Bank, N.A. 6399
1200 N. Ashland Avenue
Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 13, 2003, is made and executed between AmericaUnited Bank and Trust Company USA, whose address is 321 W. Golf Road, Schaumburg, IL 60196-1085 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 24, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on June 4, 1998 as document numbers 98469154 and 98469155 and modified by modification of mortgage dated April 1, 1999 and recorded on April 1, 1999 as document number 98377986.

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

PARCEL 1: THE WEST 1/2 OF LOT 70, BEING THE WEST 25 FEET OF LOT 70 IN THE SUBDIVISION OF BLOCK 3 IN THE SUBDIVISION OF BLOCK 18 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EAST 1/2 OF LOT 70 AND ALL OF LOT 71 IN THE SUBDIVISION OF BLOCK 3 IN THE SUBDIVISION OF BLOCK 18 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40

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NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1308 West North Avenue as to Parcel 1 and 1300 West North Avenue as to Parcel 2, Chicago, IL 60622. The Real Property tax identification number is 14-32-319-022 as to Parcel 1 and 14-32-319-023; 14-32-319-024 as to Parcel 2

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

Modify and extend existing maturity date from April 1, 2004 to February 2, 2008, decrease the interest rate effective February 13, 2003 from 8.00% to 6.50% and modify the payments as described under the "Payment" section in the Change In Terms Agreement of equal date. All other terms and provisions of the loan documents remain in full force and effect.

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 FEBRUARY 13, 2003.

GRANTOR:

AMERICAUNITED BANK AND TRUST COMPANY USA

AMERICAUNITED BANK AND TRUST COMPANY USA FORMERLY FIRST BANK OF SCHAUMBURG, not personally but as Trustee under that certain trust agreement dated 07-26-1993 and known as AmericaUnited Bank and Trust Company USA. Trust No. 93-1206

By: *[Signature]* Asst. Trust Officer
Authorized Signer for AmericaUnited Bank and Trust
Company USA formerly First Bank of Schaumburg

Attest:
By: *[Signature]* Asst. Secretary
Authorized Signer for AmericaUnited Bank and Trust
Company USA formerly First Bank of Schaumburg

This instrument is executed by AMERICA UNITED BANK AND TRUST COMPANY USA not personally but as Trustee as set forth. All covenants and obligations to be performed hereunder by AMERICA UNITED BANK AND TRUST COMPANY USA are undertaken by signing by Trustee as above and shall not be binding on AMERICA UNITED BANK AND TRUST COMPANY USA by reason of any of the covenants, and terms, representations, or warranties contained in this instrument.

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LENDER:

X *Rene Ford*
 Authorized Signer **RENE FORD**
Vice President

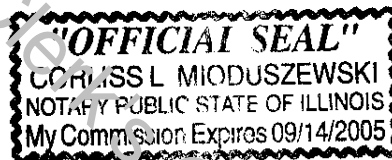
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 14th day of March, 2003 before me, the undersigned Notary Public, personally appeared Jeanen Berkowitz, Asst. Trust Officer and Marsha Johnson, Assistant Secretary of AmericaUnited Bank, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By *L. Mioduszecki* Residing at Streamwood, Illinois
 Notary Public in and for the State of Illinois

My commission expires 09/14/2005



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

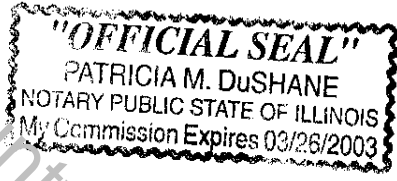
COUNTY OF Cook)
) SS
)

On this 13th day of MARCH, 2003 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Patricia DuShane Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3-26-03



Cook County Clerk's Office