

# UNOFFICIAL COPY



0323041145

Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/18/2003 02:54 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

LABE BANK  
4343 N. ELSTON AVE.  
CHICAGO, IL 60641

**WHEN RECORDED MAIL TO:**

LABE BANK  
4343 N. ELSTON AVE.  
CHICAGO, IL 60641

**FOR RECORDER'S USE ONLY**

Real Estate Index R1030060

This Modification of Mortgage prepared by:



MARY MAKHLOUF NOTE#492  
LABE BANK  
4343 N. ELSTON AVE.  
CHICAGO, IL 60641

4cp

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2003, is made and executed between NORTH STAR TRUST COMPANY, not personally but as Trustee on behalf of NORTH STAR TRUST COMPANY UNDER TRUST AGREEMENT DATED AUGUST 1, 2001 AND KNOWN AS TRUST NUMBER 01-3664 (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. ELSTON AVE., CHICAGO, IL 60641 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 7, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**Mortgage recorded June 18, 2002 at the Cook County Recorder office of deeds as document number 0020679014.**

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

LOT 1, 2 AND 3 IN SUBDIVISION OF THE WEST 10 ACRES OF THE WEST 30 ACRES OF THE SOUTH 91.07 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3127-49 W. PALMER BLVD / 2129-39 N. KEDZIE AVE, CHICAGO, IL 60647. The Real Property tax identification number is 13-36-113-001

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

**Increase Loan amount from \$ 500,000.00 to \$1,000,000.00.**

**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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: NOTE#492

(Continued)

Page 2

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 AUGUST 5, 2003.**

GRANTOR:

*AS TRUSTEE*  
NORTH STAR TRUST COMPANY, UNDER TRUST AGREEMENT DATED  
AUGUST 1, 2001 AND KNOWN AS TRUST NUMBER 01-3664 *and not personally*

By: *David Rosefield*

NORTH STAR TRUST COMPANY, Trustee of NORTH STAR  
TRUST COMPANY UNDER TRUST AGREEMENT DATED  
AUGUST 1, 2001 AND KNOWN AS TRUST NUMBER 01-3664 *and not personally*

LENDER:

X *William D. Soler Jr.*  
Authorized Signer

**This document is signed by NORTHSTAR TRUST COMPANY  
individually but solely as Trustee under certain Trust  
Agreement known as Trust No. 01-3664  
and this Agreement is hereby made a part hereof and any  
claims against said Trustee which may result from the signing  
of this Document shall be payable only out of any trust  
property which may be held thereunder and said Trustee shall  
not be personally liable for the performance of any of these  
terms and conditions of this document or for the validity or  
effect of the use of said property or for any document with  
reference thereto. Any and all personal liability of NORTH STAR  
TRUST COMPANY is hereby expressly waived by the parties  
hereto.**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: NOTE#492

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 30 day of AUG 2003 before me, the undersigned Notary Public, personally appeared **NORTH STAR TRUST COMPANY, Trustee of NORTH STAR TRUST COMPANY UNDER TRUST AGREEMENT DATED AUGUST 1, 2001 AND KNOWN AS TRUST NUMBER 01-3664**, 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 Sharon K. Crowley Residing at \_\_\_\_\_

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

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

"OFFICIAL SEAL"  
 SHARON K. CROWLEY  
 Notary Public, State of Illinois  
 My Commission Expires 9/17/2004

Notary of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: NOTE#492

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 5<sup>th</sup> day of August, 2003 before me, the undersigned Notary Public, personally appeared William D. Botsen, Jr. 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 Sonia Rodriguez Residing at Chicago, IL  
 Notary Public in and for the State of COOK.

My commission expires 9-12-06



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