

UNOFFICIAL COPY



0326026239

RECORDATION REQUESTED BY:

Bank One, NA with its main office at Chicago, Illinois  
120 South LaSalle Street  
Chicago, IL 60603

Doc#: 0326026239  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/17/2003 02:28 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Bank One, NA  
439 W. Schick Road Suite 200  
Bloomington, IL 60108

SEND TAX NOTICES TO:

LaSalle Bank Successor  
Trustee to American National Bank  
120 N. LaSalle  
Chicago, IL 60602

FOR RECORDER'S USE ONLY

Real Estate Index R1059382

This Modification of Mortgage prepared by:



Peggy DiLeo, Loan # 921882  
Bank One, NA with its main office at Chicago, Illinois  
439 W. Schick Road  
Bloomington, IL 60108

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2003, is made and executed between LaSalle Bank Successor Trustee to American National Bank, whose address is 120 N. LaSalle, Chicago, IL 60602 as Trustee under Trust Number RV-012379 (referred to below as "Grantor") and Bank One, NA with its main office at Chicago, Illinois, whose address is 120 South LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 12, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as document number 98-686595 in Cook County, Illinois.

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

UNIT 606 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2007 SEDGWICK CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24 909 585, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as ~~1688 N. LA SALLE~~ 2007 N. SEDGWICK, Chicago, IL 60614. The Real Property tax identification number is 14-33-207-052-1034

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

The interest rate is hereby changed to 4.25% as of the effective date of this agreement, the maturity date is extended to July 1, 2008, the new payment is \$416.30 based upon a principal balance of \$84,624.28 and an amortization of 360 months effective with the August 1, 2003 payment, all other terms and

4  
9

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 921882

Page 2

conditions remain unchanged and 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 JULY 1, 2003.**

**GRANTOR:**

~~National Association~~

**LASALLE BANK SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK**

and not personally

By:



Authorized Signer for LaSalle Bank Successor Trustee to American National Bank

**LENDER:**

  
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee are not personal. No personal liability or personal responsibility is assumed by or shall in any way be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 921882

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF IL \_\_\_\_\_ )

) SS

COUNTY OF Cook \_\_\_\_\_ )

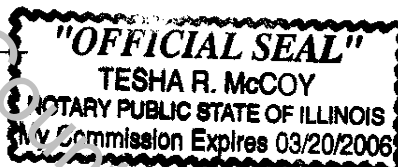
On this 10<sup>th</sup> day of July, 2003 before me, the undersigned Notary Public, personally appeared KATHLEEN E. SHIELDS Trust Officer

, and known to me to be (an) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Tesha R. McCoy Residing at CHICAGO, IL

Notary Public in and for the State of IL

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



Cook County Clerk's Office

# UNOFFICIAL COPY

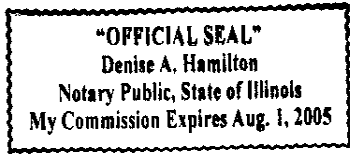
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 921882

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
 )



On this 1<sup>ST</sup> day of July, 2003 before me, the undersigned Notary Public, personally appeared PEGGY A. DILEO and known to me to be the FIRST 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 Denise A. Hamilton Residing at Shack Rd. Bloomington IL

Notary Public in and for the State of Illinois

My commission expires 8-1-2005

DuPage County Clerk's Office