

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
Manufacturers Bank  
Commercial Banking Div. 1  
1200 N. Ashland Avenue  
Chicago, IL 60622



Doc#: 0327602105  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/03/2003 10:34 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

#21636

FOR RECORDER'S USE ONLY

(4)

This Modification of Mortgage prepared by:

John Sheahan # 8321  
MB Financial Bank, N.A.  
1200 N. Ashland Avenue  
Chicago, IL 60622



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2003, is made and executed between Jacqueline Rosenwasser, not personally but as Trustee on behalf of Jacqueline Rosenwasser Trust Dated 11/8/96, whose address is 1274 Pine Court, Glencoe, IL 60022 (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 15, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents in the original amount of \$1,000,762.28 payable to Manufacturers Bank, recorded on April 27, 1999 as Document No's 99399834 and 99399835, respectively.**

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

Lot 1 in Balins Resubdivision of Portions of Lots 17 and 18 of Westwood Acres, Being a Subdivision of the West 1/2 of the Southeast 1/4 of Section 1, Township 42 North, Range 12 East of the Third Principal Meridian, According to the Plat Thereof Recorded 2/11/54 as Document 15831768, in Cook County, Illinois

The Real Property or its address is commonly known as 1274 Pine Court, Glencoe, IL 60022. The Real Property tax identification number is 04-01-416-013-000

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

**Interest Rate modified to 5.250%; Principal and Interest payment modified to \$12,364.68 per month,**

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

Page 2

beginning September 5, 2003; Maturity Date extended to August 5, 2008. All other terms and provisions of the loan documents and related documents shall 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 AUGUST 5, 2003.**

**GRANTOR:**

**JACQUELINE ROSENWASSER TRUST DATED 11/8/96**

By: *Jacqueline Rosenwasser*  
 Jacqueline Rosenwasser, Trustee of Jacqueline  
 Rosenwasser Trust Dated 11/8/96

**LENDER:**

x *Maureen M. Jones*  
 Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this August day of 2004, 2003 before me, the undersigned Notary Public, personally appeared **Jacqueline Rosenwasser, Trustee of Jacqueline Rosenwasser Trust Dated 11/8/96**, 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 Patricia M. Dushane  
 Notary Public in and for the State of Illinois  
 My commission expires 3-26-07



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 20th day of August, 2003 before me, the undersigned Notary Public, personally appeared MAUREEN STUBS 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 M. Dushane Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-26-07

