

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645



Doc#: 0334411128
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 12/10/2003 10:58 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

SEND TAX NOTICES TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

G. Pacheco , Commercial Loan Department
Devon Bank
6445 N. Western Ave.
Chicago, IL 60645

5

BMP

MODIFICATION OF MORTGAGE

7974758 JIC
THIS MODIFICATION OF MORTGAGE dated May 8, 2003, is made and executed between Devon Bank, not personally but as Trustee on behalf of Devon Bank, Trust #6209, whose address is 6445 N. Western Ave., Chicago, IL 60645; and David E. Bertagna, whose address is 6220 W. Berenice, Chicago, IL 60634; Mary E. Bertagna, whose address is 6220 W. Berenice, Chicago, IL 60634 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 20, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on March 14, 2002, as Document #s 0020289670 and 0020289671. Modification of Mortgage recorded on _____ as Document # _____, all in the Office of the Cook County Recorder of Deeds.

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

PARCEL #1: LOT 12 (EXCEPT THE SOUTH 6 FEET THEREOF) AND LOT 11 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11, 3.07 FEET TO THE NORTH LINE OF A TALL 1 STOY BRICK BUILDING; THENCE WEST ALONG THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT 11; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11, 2.27 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING) IN OLIVER L. WATSON'S IRVING PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 7 AND 8 (EXCEPT THE SOUTH 17 FEET THEREOF) OF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE AOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOOK 533-CP

UNOFFICIAL COPY

Property

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 8, 2003.

modification, but also to all such subsequent actions. Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or representation to Lender that the non-signing person consents to the changes and provisions of this then all persons signing below acknowledge that this Modification is given conditionally, based on the release by Lender in writing. If any person who signed the original Mortgage does not sign this Modification, Any maker or endorser, including accommodation makers, shall not be released by Lender in writing. Any maker or endorser, including accommodation parties, unless a party is expressly released by Lender in writing. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser, including accommodation parties, shall not be released by Lender in writing. 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 endorser, including accommodation parties, unless a party is expressly released by Lender in writing. Consent by Lender to the 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 endorser, including accommodation parties, unless a party is expressly released by Lender in writing. 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 the 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 endorser, including accommodation parties, unless a party is expressly released by Lender in writing.

The Mortgage is hereby extended to July 9, 2003. All other terms and conditions remain unchanged.

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

- PARCEL #3: 13-16-119-035-0000
- PARCEL #2: 13-20-106-036-0000
- number is PARCEL #1: 13-17-428-040-0000
- PARCEL #3: 5443 W. Windsor Ave., Chicago, IL 60630, Chicago, IL . The Real Property tax identification number is PARCEL #1: 13-17-428-040-0000
- PARCEL #2: 6220 W. Bernice Ave., Chicago, IL 60634
- 60634
- The Real Property or its address is commonly known as PARCEL #1: 4020 N. Central Park Ave., Chicago, IL

COOK COUNTY, ILLINOIS
SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
SUBDIVISION OF LOTS 5 AND 10 IN SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF LOT 5 (EXCEPT NORTH 1 AND 1/2 RODS AND SOUTH 4 RODS) IN SCHOOL TRUSTEE SUBDIVISION OF PARCEL #3: THE WEST 1/2 OF THE NORTH 1/2 OF LOT 6 IN ROBERT'S MILWAUKEE AVENUE RIDGELAND AVENUE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL #2: THE WEST 8.33 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 2 IN LINSOTT'S

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 2037390100

(Continued)

Page 4

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **David E. Bertagna and Mary E. Bertagna**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of June, 2003.

By Nancy M. Brown Residing at _____

Notary Public in and for the State of Illinois

My commission expires 9-28-03



TRUST ACKNOWLEDGMENT

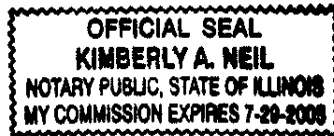
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 30 day of June, 2003 before me, the undersigned Notary Public, personally appeared **Land Trust Officer of Devon Bank**, 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 Kimberly A. Neil Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-29-05



UNOFFICIAL COPY

Property of Cook County Clerk's Office

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

DEVON BANK, not personally but as Trustee under that certain trust agreement dated 06-07-1995 and known as Devon Bank, Trust #6209.

LENDER:

X Mary E. Bertagna, Individually
Authorized Signer

By:

X David E. Bertagna, Individually
Land Trust Officer of Devon Bank

GRANTOR:

X David E. Bertagna, Individually

X Mary E. Bertagna, Individually

COOK COUNTY CLERK'S OFFICE
111 N. WASHINGTON ST.
CHICAGO, ILL. 60602
TEL: (312) 309-3000

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2037390100

Page 5

LENDER ACKNOWLEDGMENT

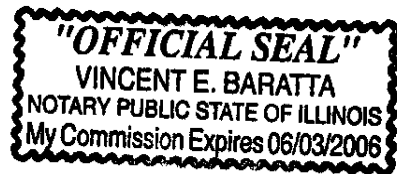
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 30th day of June, _____ before me, the undersigned Notary Public, personally appeared Jale Burton and known to me to be the Senior 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 [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6/03/2006



Cook County Clerk's Office