

# UNOFFICIAL COPY



0334542102

**RECORDATION REQUESTED BY:**

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

Doc#: 0334542102  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 12/11/2003 09:08 AM Pg: 1 of 4

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

## MODIFICATION OF MORTGAGE

80873605 (OTI)  
THIS MODIFICATION OF MORTGAGE dated July 1, 2003, is made and executed between Devon Bank, not personally but as Trustee on behalf of Devon Bank, Trust #6182, whose address is 6445 N. Western Ave., Chicago, IL 60645 (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 March 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated March 1, 2001 and recorded on June 1, 2001 as Document #'s 0010465661 and 0010465662, 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:

LOTS 25, 26, 27, 28, 29, 30, 31 AND 32 IN BLOCK 6 IN GRANDVIEW, A RESUBDIVISION OF BLOCKS 1, 2 AND 3 OF K. K. JONES SUBDIVISION OF THE SOUTH 40 ACRES OF THE NORTH 120 ACRES OF THE SOUTHWEST 1/4 OF SECTION 23, 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 3301-11 Pulaski Ave., Chicago, IL 60641-4011. The Real Property tax identification number is 13-23-317-017-0000

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

The Interest Rate is hereby decreased to 6.00% Fixed. The Maturity date has been change to July 1, 2010. Monthly payments have been changed to \$8,551.13, principal and interest. All other terms and conditions remain unchanged.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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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 endorses to the Note, including accommodation makers, 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:

DEVON BANK, TRUST #6182

DEVON BANK, not personally but as Trustee under that certain trust agreement dated 02-03-1995 and known as Devon Bank, Trust #6182.

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually or by or 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.

BY: Sally Griffin  
Sally Griffin, Vice President & Trust Officer of Devon Bank

LENDER: SALLY GRIFFIN  
Vice President & Trust Officer

X [Signature]  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7891520100

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

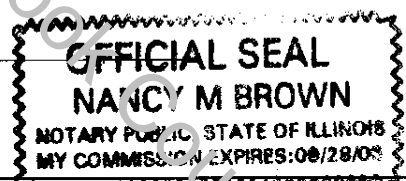
On this 1st day of July, 2003 before me, the undersigned Notary Public, personally appeared ~~Trust Officer of Devon Bank~~ and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and 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 Dan M. Brown Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 9-28-03

**SALLY GRIFFIN**  
Vice President & Trust Officer



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of July, 2003 before me, the undersigned Notary Public, personally appeared Lee P. Gubben, V.P. 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 Dan M. Brown Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 9-28-03



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Loan No: 7891520100

**MODIFICATION OF MORTGAGE  
(Continued)**

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