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RECORDATION REQUESTED BY:
BANK OF LINCOLNWOOD
4433 W. TOUHY AVENUE
LINCOLNWOOD, IL 60712

Doc#: 0401650209
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/16/2004 02:11 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
BANK OF LINCOLNWOOD
4433 W. TOUHY AVENUE
LINCOLNWOOD, IL 60712

SEND TAX NOTICES TO:
BANK OF LINCOLNWOOD
4433 W. TOUHY AVENUE
LINCOLNWOOD, IL 60712

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Marie A. Mitchell, Loan Officer
Bank of Lincolnwood
4433 West Touhy Avenue
Lincolnwood, IL 60712

*CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2003, is made and executed between ^{*}Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust, not personally but as Trustee on behalf of Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust as Trustee under Trust Agreement dated April 1, 1976 and known as Trust No. 4875, whose address is 640 Pasquinelli Drive, 2nd Floor, Westmont, IL 60559 (referred to below as "Grantor") and BANK OF LINCOLNWOOD, whose address is 4433 W. TOUHY AVENUE, LINCOLNWOOD, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 30, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the Cook County Recorder and known as Document 21127166.

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

Lots 14 & 15 (except the north 28 feet thereof) in Block 6 in Ashland Addition to Ravenswood in the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian (therefrom that part taken or sed for Ashland Avenue) in Cook County, Illinois.

The Real Property or its address is commonly known as 4107-11 N. Ashland Avenue, Chicago, IL 60613. The Real Property tax identification number is 14-17-308-016

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

Rate remains the same. Maturity extended to September 30, 2004.

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,

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(Continued)**

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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 SEPTEMBER 30, 2003.

GRANTOR:

***CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

***FIFTH THIRD BANK TRUST AS SUCCESSOR TRUSTEE FOR PINNACLE
BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED
APRIL 1, 1976 AND KNOWN AS TRUST NO. 4875**

By:

[Signature]
Fifth Third Bank Trust as Successor Trustee for Pinnacle
Bank & Trust

Attestation not required

By:

pursuant to corporate by-laws,

Authorized Signer for Fifth Third Bank Trust as Successor
Trustee for Pinnacle Bank & Trust as Trustee under Trust
Agreement dated April 1, 1976 and known as Trust No. 4875

LENDER:

[Signature]
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

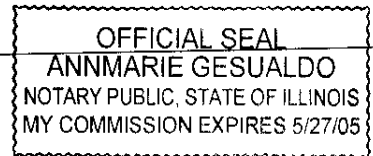
) * CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

On this 9th day of January, before me, the undersigned Notary Public, personally appeared **Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust, of Fifth Third Bank Trust as Successor Trustee for Pinnacle Bank & Trust as Trustee under Trust Agreement dated April 1, 1976 and known as Trust No. 4875**

, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Annmarie Gesualdo

Residing at



Notary Public in and for the State of _____

My commission expires _____

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of January, 2004 before me, the undersigned Notary Public, personally appeared Marie A. Mitchell and known to me to be the Loan Officer 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 Mary Lou Miranda Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office