UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MB Financial Bank, N.A., formerly known as Mid-City **National Bank** Commercial Banking Div. 3 801 W. Madison Street Chicago, IL 60607

Doc#: 0402904015

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 01/29/2004 09:51 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 1200 N. Ashland Avenue Chicago, IL 69672

#7000044

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stella Periaswamy M3 Financial Bank, N.A. 1100 N. Ashland Avenue Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 27, 2003, is made and executed between Corus Bank F/K/A Aetna Bank, N.A., not personally but as Trustee U/T/A dated 10/24/90 and known as Trust #10-4413, whose address is 2401 N. Halsted, Chicago, IL 60614 (referred to below as "Grantor") and MB Financial Bank, N.A., formerly known as Mid-City National Bank, whose address is 801 W. Madison Street, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 27, 1957 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded January 30, 1997 as Document Nos. 97068519 & 97068520, further Modified by Instrument recorded April 19, 1999 as Document No. 99373873.

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

LOTS 12, 13, 14 AND THE EAST 29 1/2 FEET OF LOT 15 IN LAFLIN AND LOOMIS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1535 W. Madison Street, Chicago, IL 60607. The Real Property tax identification number is 17-17-101-009-0000

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

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The Original Fixed Interest Rate of 7.00% per annum is hereby lowered to a Fixed Interest Rate of 5.85% per anum, with monthly payments adjusted accordingly as referenced in the "Payment Section" of the note. The maturity date has been extended to November 27, 2008. A prepayment penalty of yield maintenance with 100 basis points has been added to the loan. All other terms and provisions of the loan documents 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 "i)lote"). 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 a ow 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 NOVEMBER 27, 2003.

GRANTOR:

CORUS BANK,F/K/A AETNA BANK, N.A., AS TRUSTEE U/T/A DATED 10/24/95, TRUST,#10-4413

By:

Authorized Signer for Corus Bank, F/K/A Aetna Bank, N.A., As

Trusted U/T/A dated 10/24/95, Trust #10-4413

Bv:

Authorized Signer for Corus Bank, F/K/A Aetna Bank, N.A., As

Trustee U/T/A dated 10/24/95, Trust #10-4413

LENDER:

Authorized Signer

Cole Taylor Bank is successor Land Trustee to Corus Bank, f/k/a Ae'na Bank and all reservences within the document to Corus Bank f/k/a And Bank that to does do mean Cole Taylor Bank, as

Successo. Trustoe.

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Page 3 (Continued) Loan No: 70000447 TRUST ACKNOWLEDGMENT TUN OS STATE OF }) SS COUNTY OF DOD before me, the undersigned Notary On this Public, personally appeared Mario V. Golanco Trust Officer OF COLE TAYLOR BANK , and known to me to be (a.i) 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. Residing at Notary Public in and for the State of SHERRI SMITH My commission expires NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/22/2006

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Loan No: 70000447 (Continued) Pagi

LENDER A	ACKNOWLEDGMENT
STATE OF	
COUNTY OF) ss
acknowledged said instrument to be the free and the Lender through its board of directors or othe	before me, the undersigned Notary and known to me to be the AVA and known to be the AVA and known to me to be the AVA and know
LASER PRO Lending, Ver. 5.22.00.003 Cogr. Harland Finencial So	Skritigne, Inc. 1997, 2003. All Rights P. Acc. J IL F:\APPS\CFILP\CQ201.FC TA-10030 PR-41