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Doc#: 0403301193
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 02/02/2004 11:17 AM Pg: 1 of 5

HE # 24000667 C-11C

WHEN RECORDED MAIL TO:
Northview Bank & Trust
245 Waukegan Road
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Northview Bank & Trust
245 Waukegan Road
Northfield, IL 60093

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2004, is made and executed between U.S. Bank, N.A., as Successor Trustee to Firststar Bank Illinois, as Trustee under Trust Agreement dated 12/15/98 and known as Trust Number 7194 (referred to below as "Grantor") and Northview Bank & Trust, whose address is 1110 W. Maple Avenue, Mundelein, IL (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 4, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 03/05/99 as Document Number 99214438 and Assignment of Rents dated 01/04/99 Recorded 03/05/99 as Document Number 99214439 .

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

LOTS 18 AND 19 IN BLOCK 9 IN HIELD'S SUBDIVISION OF BLOCKS 1 TO 6 INCLUSIVE AND 9 TO 12 INCLUSIVE IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, 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 5049 W. Belmont Avenue, Chicago, IL 60641. The Real Property tax identification number is 13-28-201-006 & 13-28-201-005

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

The Maturity date of this Mortgage is hereby Deleted.

The total of all indebtedness so secured is decreased to and shall not exceed Seventy-One Thousand Five Hundred Ninety-Five and .84/1000 Dollars(\$71,595.84).

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

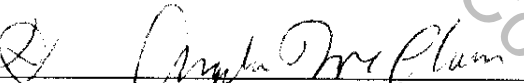
BOX 333-CTI

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.

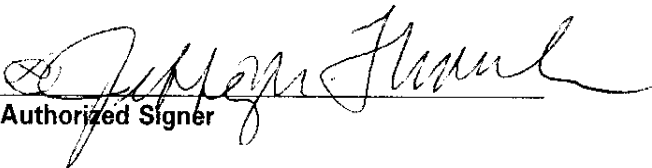
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 15, 2004.

GRANTOR:

See trustee exoneration attached hereof
**U.S. BANK, N.A., AS SUCCESSOR TRUSTEE TO FIRSTAR BANK
ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/15/98
AND KNOWN AS TRUST NUMBER 7194**

By:  Angela McClain Land Trust Officer
**Authorized Signer for U.S. Bank, N.A., as Successor Trustee to
Firstar Bank Illinois, as Trustee under Trust Agreement dated
12/15/98 and known as Trust Number 7194**

LENDER:

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

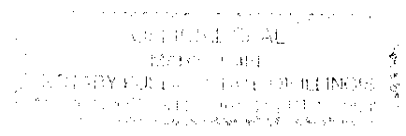
On this 22nd day of January, 2004 before me, the undersigned Notary Public, personally appeared Angela McClain Land Trust Officer

, and known to me to be (an) 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.

By Mary Faye Cook Residing at IL

Notary Public in and for the State of IL

My commission expires _____



Property of Cook County Clerk's Office

LENDER ACKNOWLEDGMENT

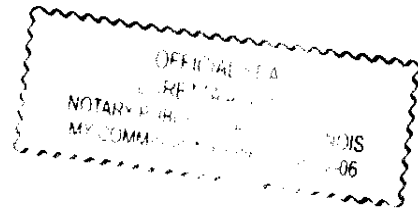
STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 15th day of January, 2004 before me, the undersigned Notary Public, personally appeared Jeffrey M. Theliche and known to me to be the EM, 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 Michelle A. Bardsley Residing at _____

Notary Public in and for the State of Illinois

My commission expires 8-2-06



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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 7194 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.