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RECORDATION REQUESTED BY:

MARQUETTE BANK
Orland 143rd East
9533 W. 143RD STREET
ORLAND PARK, IL 60462



Doc#: 0403539010
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/04/2004 09:02 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Orland 143rd East
9533 W. 143RD STREET
ORLAND PARK, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

K. Keuch, Commercial Real Estate Dept.
MARQUETTE BANK
9533 W. 143RD STREET
ORLAND PARK, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 15, 2003, is made and executed between Marquette Bank f/k/a Marquette National Bank, not personally but as Trustee on behalf of Trust No. 8060 under the Trust Agreement dated September 30, 1977, whose address is 6155 S. Pulaski, Chicago, IL 60629 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 9533 W. 143RD STREET, ORLAND PARK, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 3, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the Cook County Recorder as Document Number: 09010455.

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

Lots 27 and 28 in Block 16 in South Lynne, a subdivision of the North 1/2 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 6353-55 S. Western Avenue, Chicago, IL 60636. The Real Property tax identification number is 20-19-100-019-0000 and 20-19-100-020-0000

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

This Modification changes the interest rate from 8.500% fixed to a variable interest rate based upon an Index. In addition, the term "Note" defined in the original mortgage has been expanded to include the Change in Terms Agreement dated December 1, 2001 and the Promissory Note dated March 15, 2002 in the original amount of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements. The interest rate on the Notes is a variable interest rate based upon an index. The index currently is 4.00% per annum. Payments on the Notes are to be made in accordance with the repayment schedule as specified on the respective notes. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate

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MODIFICATION OF MORTGAGE (Continued)

... tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

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, makers and endorser 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 OCTOBER 15, 2003.

GRANTOR:

TRUST NO. 8060 UNDER THE TRUST AGREEMENT DATED SEPTEMBER 30, 1977

MARQUETTE BANK, not personally but as Trustee under that certain trust agreement dated 09-30-1977 and known as Trust No. 8060 under the Trust Agreement dated September 30, 1977.

By: Joyce A. Madsen
Joyce A. Madsen, Land Trust Officer of Marquette Bank

Attest: Kristin K. Keuch
Kristin K. Keuch, Asst. Secretary of Marquette Bank

LENDER:

X [Signature]
Authorized Signer

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 20th day of November, 2003 before me, the undersigned Notary Public, personally appeared **Joyce A. Madsen, Land Trust Officer and Kristin K. Keuch, Asst. Secretary of Marquette Bank**, 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 *Evelyn Konieczki* Residing at Orland Park

Notary Public in and for the State of Illinois

My commission expires 3/4/06



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of October, 2003 before me, the undersigned Notary Public, personally appeared RE SEIFERT and known to me to be the AVP, 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 [Address]
 Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office

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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 8060 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 by and between the parties hereto, anything herein 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 MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

County Clerk's Office