

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525



Doc#: 0404233173
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/11/2004 09:44 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

SEND TAX NOTICES TO:

State Bank of Countryside as
Trustee under Trust
Agreement dated September
25, 2001 and known as Trust
#01-2344 and not personally
6734 Joliet Road
Countryside, IL 60525

4c

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

C.T.I./CY

Jan

A00190856

Angela M. Rutledge, Senior Administrative Assistant
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 10, 2003, is made and executed between State Bank of Countryside, not personally but as Trustee on behalf of State Bank of Countryside as Trustee under Trust Agreement dated September 25, 2001 and known as Trust #01-2344 and not personally (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 10, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 12-30-02 as document number 0021455400.

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

Lot 16 in Block 3 in Kemper's High Ridge Subdivision of part of the South East 1/4 of the Northeast 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded in Book 46 of Plats Page 24, in Cook County, Illinois

The Real Property or its address is commonly known as 6056 North Hermitage Avenue, Chicago, IL 60660. The Real Property tax identification number is 14-06-215-051-0000

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

Principal Increase of \$35,000.00 & Extend Maturity Date.

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

BOX 333-CT

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 907139099-8

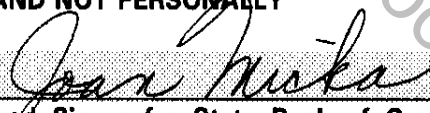
Page 2

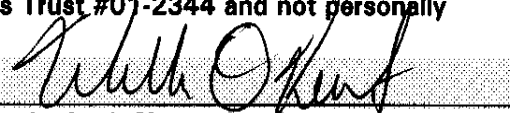
performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all 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 DECEMBER 10, 2003.

GRANTOR:

STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 2001 AND KNOWN AS TRUST #01-2344 AND NOT PERSONALLY

By: 
 Authorized Signer for State Bank of Countryside as Trustee under Trust Agreement dated September 25, 2001 and known as Trust #01-2344 and not personally

By: 
 Authorized Signer for State Bank of Countryside as Trustee under Trust Agreement dated September 25, 2001 and known as Trust #01-2344 and not personally

LENDER:

x 
 Authorized Signer

NOTE: EXONERATION CLAUSE

This document is signed by State Bank of Countryside, not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and that its officers, successors and assigns, all executors, administrators, liquidators and representatives of each kind are released of the Trustee's obligations and shall not in any way be considered the guarantors of the liability of the State Bank of Countryside. This Trustee's Exoneration clause shall not constitute in the event of a conflict of laws created by the documents executed by State Bank of Countryside in this.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 907139099-8

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TRUST ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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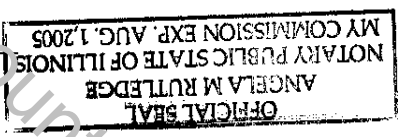
On this 4 day of February, 2004 before me, the undersigned Notary Public, personally appeared Jean Micha and William O. Keith

, 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 907139099-8

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LENDER ACKNOWLEDGMENT

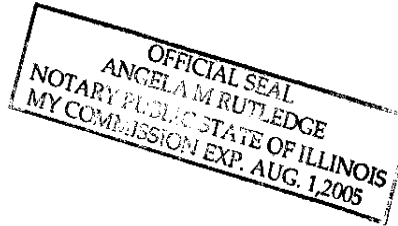
STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 4th day of February, '04 before me, the undersigned Notary Public, personally appeared William O. Kerth 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office