

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

State Bank of Countryside
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525



Doc#: 0404233177
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/11/2004 09:45 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

State Bank of Countryside
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

SEND TAX NOTICES TO:

State Bank of Countryside atut
dated 9-25-01 aka Trust#
01-2344 and not personally
6734 Joliet Road
Countryside, IL 60525

40

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

C.T.I./CY

AD0190854

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 23, 2004, is made and executed between State Bank of Countryside, not personally but as Trustee on behalf of State Bank of Countryside atut dated 9-25-01 aka 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 March 21, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 4-22-03 as document number 0311241061.

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

LOT 15 (EXCEPT THE SOUTH 30 FEET THEREOF) AND ALL OF LOT 16 IN BLOCK ONE IN RAVENSWOOD, A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4713, 4715 and 4717 N. Wolcott, Chicago, IL 60640. The Real Property tax identification number is 14-18-202-018-0000

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

Principal Increase of \$65,000 and 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 performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing

BOX 333-CT

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 907139099-13

Page 2

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 JANUARY 23, 2004.

GRANTOR:

STATE BANK OF COUNTRYSIDE ATUT DATED 9-25-01 AKA TRUST# 01-2344 AND NOT PERSONALLY

By: *Joan Miska*
Authorized Signer for State Bank of Countryside atut dated 9-25-01 aka Trust# 01-2344 and not personally

By: *Keith O'Keefe*
Authorized Signer for State Bank of Countryside atut dated 9-25-01 aka Trust# 01-2344 and not personally

LENDER:

X *Keith O'Keefe*
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 administer any of the earnings, assets 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 Note or said property or for any agreement with respect thereto, and all personal liability of the State Bank of Countryside in this regard shall be waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind on behalf of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 907139099-13

Page 3

TRUST ACKNOWLEDGMENT

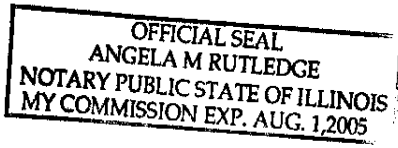
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 4 day of February, 04, before me, the undersigned Notary Public, personally appeared Joan Micka 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 _____



Proprietary Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 907139099-13

Page 4

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 4 day of February, 04 before me, the undersigned Notary Public, personally appeared William O. Kottig 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 Angela M Rutledge Residing at _____
 Notary Public in and for the State of Cook

My commission expires _____



Cook County Clerk's Office