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RECORDATION REQUESTED BY:
COSMOPOLITAN BANK AND
TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610



Doc#: 0405049203
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/19/2004 03:38 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
COSMOPOLITAN BANK AND
TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

SEND TAX NOTICES TO:
COSMOPOLITAN BANK AND
TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Cary W. Harper
COSMOPOLITAN BANK AND TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 30, 2004, is made and executed between Martin O'Brien, whose address is 630 N. State Street, Apt. 2203, Chicago, IL 60610 (referred to below as "Grantor") and COSMOPOLITAN BANK AND TRUST, whose address is 801 NORTH CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 2, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 16, 2003 in the office of the Cook County Recorder of Deeds as Document Number 0319704242. *4*

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

See EXHIBITS "A" & "B", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 635 N. Dearborn Street, Units 1804 & 1904, Chicago, IL 60610. The Real Property tax identification number is 17-09-227-002, 17-09-227-003, 17-09-227-004, 17-09-227-005, 17-09-227-006, 17-09-227-009 and 17-09-227-010

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

Effective the date of this Modification, the definition of Note shall be amended as follows: the word "Note" shall mean i) the Promissory Note dated July 2, 2003 in the original principal amount of \$684,000.00 from Borrower to Lender; ii) the Promissory Note dated January 30, 2004 in the original principal amount of \$130,000.00 from Borrower to Lender, and iii) the Promissory Note dated January 30, 2004 in the original principal amount of \$255,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the

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

Loan No: 001

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promissory notes.

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 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 30, 2004.

GRANTOR:



 Martin O'Brien

LENDER:

X 

 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Martin O'Brien**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of January, 20 04

By Jamie F Howard Residing at _____

Notary Public in and for the State of Ill

My commission expires _____



LENDER ACKNOWLEDGMENT

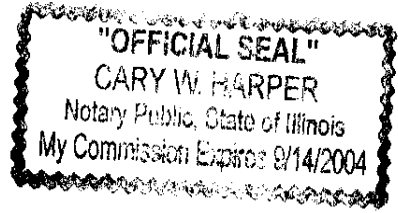
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 30 day of January, 2004 before me, the undersigned Notary Public, personally appeared Melissa Gudinski and known to me to be the Asst. 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 Cary W. Harper Residing at 1929 Harrison St. Evanston, IL

Notary Public in and for the State of Illinois

My commission expires 9.14.04



UNOFFICIAL COPY**EXHIBIT A AND B**

Parcel 1:

Unit 1804 and Parking Unit P-121 in the Caravel Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

The West 1/2 of Lot 5 and all of Lot 6 in Block 24 in Wolcott's Addition to Chicago in the East 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

And

Lots 3, 4, 5, 6 and 7 in County Clerks Division of Lots 7, 8 and the South 29 feet of Lots 9 and 10 in Block 24 in Wolcott's Addition to Chicago in the East 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached to Exhibit "A" to the Declaration of Condominium recorded February 26, 2003 as document number 0030275986, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2:

Non-exclusive easements for support walls, common walls, ceilings, floors, equipment, utilities for the benefit of Parcel 1 as created and more fully described by the Declaration of Easements, Reservations, Covenants and Restrictions recorded February 26, 2003 as document number 0030275985.

PIN: 17-09-227-002, -003, -004, -005, -006, -009, -010

The mortgagor also hereby grants to the mortgagee, its successors and assigns, as right and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium.

This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.