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RECORDATION REQUESTED BY:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645



Doc#: 0405849013
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 02/27/2004 08:40 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

SEND TAX NOTICES TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Ed Bylina, Commercial Loan Department
Devon Bank Trust # 6840
6445 N. Western Ave.
Chicago, IL 60645

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2003, is made and executed between Home Equity Savers, Ltd., whose address is 364 Shadow Creek, Riverwoods, IL 60015 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated October 16, 2000 and recorded on November 6, 2000 as Document #s 00871027 and 00871028, Modifications of Mortgages recorded September 24, 2001, November 26, 2001 and December 12, 2002 as Document # 's 001088304, 0011102046 and 0021374957, all in the office of Cook County Recorder of Deeds.

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

UNIT 718-A AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1 TO 4, INCLUSIVE, IN WALLER'S SUBDIVISION OF LOT 7 IN BLOCK 4 IN WALLERS ADDITION TO BUENA PARK IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO LOT 6 IN BLOCK 4 IN WALLER'S ADDITION TO BUENA PARK IN FRACTIONAL SECTION 16, AFORESAID, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED 04/04/75 AND KNOWN AS TRUST NUMBER 1380 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS AS DOCUMENT 23887569 TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

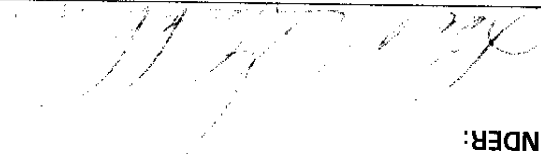
The Real Property or its address is commonly known as 718 W. Buena #718A, Chicago, IL 60613-2222.
The Real Property tax identification number is 14-16-302-028-1010

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Property of Cook County Clerk

Authorized Signer

X 

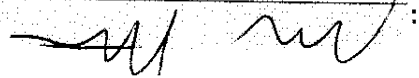
LENDER:

Marianne Weiss, Secretary of Home Equity Savers, Ltd.

By:

Mitchell T. Ratner, President of Home Equity Savers, Ltd.

By:



HOME EQUITY SAVERS, LTD.

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2003.

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.

The Mortgage is hereby extended to October 1, 2003. All other terms and conditions remain unchanged.

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

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2720253300

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

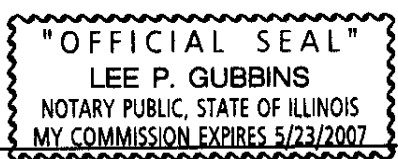
On this 17th day of DEC, 2003 before me, the undersigned Notary Public, personally appeared **Mitchell T. Rattner, President; Mariann Weiss, Secretary of Home Equity Savers, Ltd.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Lee P. Gubbins

Residing at 18 SOUTHERTE COURSE
ST CHARLES, IL 60174

Notary Public in and for the State of ILLINOIS

My commission expires 05/23/07

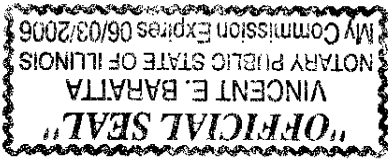


COOK County Clerk's Office

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My commission expires _____

Notary Public in and for the State of _____

By _____ Residing at _____

[Handwritten Signature]

On this _____ day of _____, 2003, _____ appeared before me, the undersigned Notary Public, personally, appeared _____ and known to me to be the _____ 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.

COUNTY OF _____

STATE OF _____

LENDER ACKNOWLEDGMENT