

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 0407117234  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 03/11/2004 02:04 PM 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  
6445 N. Western Ave.  
Chicago, IL 60645

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2003, is made and executed between Manuel Gil, whose address is 6322 N. Mozart, Chicago, IL 60659 (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 31, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded February 6, 2002 as Document #'s 0020154741 and 0020154740. Modification's of Mortgage recorded on August 26, 2002, November 6, 2002, February 27, 2003 as Document #0020933490, 002122724 and 0030277437. Modification of Mortgage dated July 15, 2003 not yet recorded, all in the Office of the Cook County recorder of Deeds.

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

LOT 26 IN BLOCK 2 IN GRADY'S 6TH GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6322 N. Mozart, Chicago, IL 60659. The Real Property tax identification number is 13-01-106-026-0000

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

The Mortgage is hereby increased to \$500,000.00 and extended to October 1, 2003. All other terms and conditions remain unchanged.

**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

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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 AUGUST 31, 2003.**

GRANTOR:

X


  
 \_\_\_\_\_  
 Manuel Gil, Individually

LENDER:

X


  
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

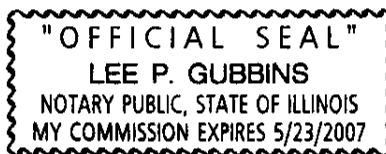
On this day before me, the undersigned Notary Public, personally appeared **Manuel Gil**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 9 day of DEC., 2003.

By Lee P. Gubbins Residing at 18 Southgate Avenue  
Southbrook, IL 60124

Notary Public in and for the State of ILLINOIS

My commission expires 5/23/07



### LENDER ACKNOWLEDGMENT

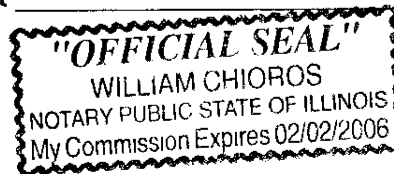
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 9th day of DECEMBER, 2003 before me, the undersigned Notary Public, personally appeared LEE GUBBINS 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 WMA Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 2/2/06



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## MODIFICATION OF MORTGAGE (Continued)

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