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Doc#: 0407522141  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 03/15/2004 03:27 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**WHEN RECORDED MAIL TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**SEND TAX NOTICES TO:**

JOSEPH WEISS  
ROSE WEISS  
3715 W CHURCH  
SKOKIE, IL 60076

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

DOV CARL, LOAN OFFICER  
1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated November 30, 2003, is made and executed between JOSEPH WEISS and ROSE WEISS (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 30, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**FILING DATE DECEMBER 1, 1997 AS DOCUMENT NO. 97895994 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.**

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

LOT 39 IN TIMBER RIDGE EAST SUBDIVISION OF (EXCEPT THE EAST 555.04 FEET) IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3715 W CHURCH, SKOKIE, IL 60076. The Real Property tax identification number is 10-14-326-014-0000

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

**GRANTOR HAS REQUESTED AND RECEIVED AN EXTENSION EVIDENCED BY A PROMISSORY NOTE DATED 11/30/03 IN THE AMOUNT OF \$600,000.00 AND MATURING 11/30/04.**

**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

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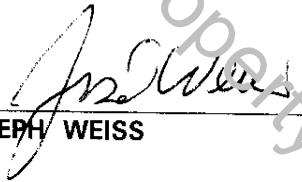
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## MODIFICATION OF MORTGAGE (Continued)

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.

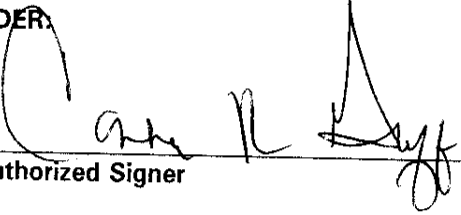
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 30, 2003.**

GRANTOR:

X   
JOSEPH WEISS

X   
ROSE WEISS

LENDER:

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **JOSEPH WEISS and ROSE WEISS**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

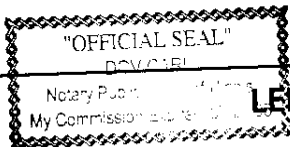
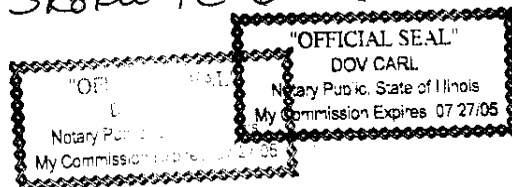
Given under my hand and official seal this 30<sup>th</sup> day of November, 2003.

By [Signature]

Residing at 3956 W. Dempster  
Skokie IL 60076

Notary Public in and for the State of IL

My commission expires 7-27-05



### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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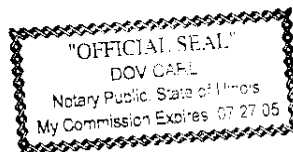
On this 30<sup>th</sup> day of November, 2003 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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.

By [Signature]

Residing at 3956 W. Dempster  
Skokie IL 60076

Notary Public in and for the State of IL

My commission expires 7-27-05



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## MODIFICATION OF MORTGAGE (Continued)

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