

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**WHEN RECORDED MAIL TO:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018



**Doc#: 0408319100**  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 03/23/2004 12:04 PM Pg: 1 of 5

**SEND TAX NOTICES TO:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Loan # 10004210-9001  
**BANCO POPULAR NORTH AMERICA**  
9600 W. Bryn Mawr  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 21, 2004, is made and executed between North Star Trust Company, not personally but as Trustee on behalf of North Star Trust Company as Successor Trustee to Banco Popular North America, as Trustee u/t/a dated 12/24/01 a/k/a Trust No. 27015, a national banking organization, whose address is 8383 W. Belmont Ave., River Grove, IL 60171 (referred to below as "Grantor") and **BANCO POPULAR NORTH AMERICA**, whose address is 9600 W. Bryn Mawr, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 10, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated January 10, 2002 and recorded in Cook County Recorderas Document Numbers 0020084226 and 0020084227 .

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

See see exhibit A, 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 8830 Milwaukee Ave., Niles, IL 60648. The Real Property tax identification number is 09-14-409-020-0000

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

Effective January 21, 2004, the outstanding indebtedness on the existing Mortgage is increased from \$893,311.90 to \$1,030,000.00. Therefore all references in the loan documents to \$893,311.90 are

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 9001

(Continued)

Page 2

hereby deleted and inserted in lieu thereof are corresponding references to \$1,030,000.00. This Mortgage is further being modified to change the interest rate from a fixed rate of 6.00% to Prime floating plus 0.25% effective January 11, 2004. All other terms and conditions remain the same

**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 21, 2004.**

**GRANTOR:**

**NORTH STAR TRUST COMPANY AS SUCCESSOR TRUSTEE TO BANCO POPULAR NORTH AMERICA, AS TRUSTEE U/T/A DATED 12/24/01 A/K/A TRUST NO. 27015**

By: [Signature]  
North Star Trust Company

**LENDER:**

X [Signature]  
Authorized Signer

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9001

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 5<sup>TH</sup> day of FEBRUARY 2004 before me, the undersigned Notary Public, personally appeared **North Star Trust Company**, of **North Star Trust Company as Successor Trustee to Banco Popular North America**, as Trustee u/t/a dated 12/24/01 a/k/a Trust No. 27015, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Carol Castillo* Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Notary Public of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9001

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF IL

SS

COUNTY OF Cook

On this 20th day of Feb, 2017 before me, the undersigned Notary Public, personally appeared Paul H. Park and known to me to be the VP 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 Paul H. Park

Residing at 1111 N. Dearborn St.

Notary Public in and for the State of IL

My commission expires 11-8-17

Notary Public in and for the State of Illinois, No. 123456789, Exp. 11/8/17

NOTARY OF COOK COUNTY Clerk's Office

## UNOFFICIAL COPY

## EXHIBIT: A

PARCEL 1: LOTS 14, 15, 16, 17, 18, 19 IN BLOCK 8 AND THAT PART OF LOT 20 LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20; THENCE ON A DIAGONAL LINE RUNNING SOUTHEASTERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT, WHICH IS 15 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT, THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY AND ADJOINING SAID LOT 14, IN BLOCK 8, THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOT 15, IN BLOCK 8, THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOT 16, IN BLOCK 8, THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOT 17, IN BLOCK 8, THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOT 18, IN BLOCK 8, THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOT 19, IN BLOCK 8, IN PATER'S MILWAUKEE AVENUE HEIGHTS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE, 203 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 150 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF MILWAUKEE AVENUE, 275 FEET; THENCE NORTHEASTERLY 150 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE, 275 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 22 (EXCEPT THE WEST 15 FEET THEREOF) IN BLOCK 7, IN PATER'S MILWAUKEE AVENUE HEIGHTS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF MILWAUKEE AVENUE, ALSO THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THEREFROM A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE 203 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE, AND THE