

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

WHEN RECORDED MAIL TO:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914



Doc#: 0409149153  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/31/2004 11:09 AM Pg: 1 of 4

SEND TAX NOTICES TO:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

FOR RECORDER'S USE ONLY

6705539 313

This Modification of Mortgage prepared by:

Maibel Velasquez, Loan Administrator  
COMMUNITY BANK OF RAVENSWOOD  
2300 WEST LAWRENCE AVENUE  
CHICAGO, IL 60625-1914

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 3, 2004, is made and executed between Cole Taylor Bank, not personally, but as Trustee under Trust Agreement dated June 14, 1999 and also known as Trust No. 99-8268, whose address is 111 W. Washington, Suite 650, Chicago, IL 60602 (referred to below as "Grantor") and COMMUNITY BANK OF RAVENSWOOD, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 24, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage was recorded as Document No. 99645341. Modified by an instrument recorded as Document No. 0011147289.

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

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING, ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 48 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, 79.91 FEET, TO THE EASTERLY RIGHT -OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6345 North McCormick, Chicago, IL 60659. The Real

4

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

Page 2

Property tax identification number is 13-02-220-052-0000

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

(A) Extend the Maturity Date of the Note; and, (B) Change the current interest rate of the Note to an interest rate of 6.500% per annum, with payment schedule, as summarized on the Change In Terms Agreement dated same date hereof.

**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 endorser 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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MODIFICATION OF MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (b) OF ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MODIFICATION OF MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**NOTE.** The word "Note" means the promissory note or credit agreement dated June 24, 1999, in the original principal amount of \$487,500.00 from Grantor to Lender; Change In Terms Agreement dated November 1, 2001 from Grantor to Lender; and Change In Terms Agreement dated March 5, 2004 from Grantor to Lender, together with all renewals of, extensions of, and modification of refinancing of, consolidations of, and substitutions for the promissory note or agreement.

**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 3, 2004.**

**GRANTOR:**

**COLE TAYLOR BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 99-8268**

**COLE TAYLOR BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 99-8268, not personally but as Trustee under that certain trust agreement dated 06-14-1999 and known as Cole Taylor Bank, not personally, but as Trustee under Trust No. 99-8268.**

By: 

Authorized Signer for Cole Taylor Bank, not personally, but as Trustee under Trust No. 99-8268

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

LENDER:

COMMUNITY BANK OF RAVENSWOOD

X [Signature]  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

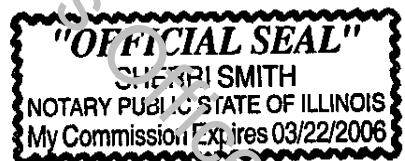
On this 8th day of MARCH, 2004 before me, the undersigned Notary Public, personally appeared Mario V. Golanco, Vice President of COLE TAYLOR BANK

, and known to me to be (an) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at \_\_\_\_\_

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

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



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

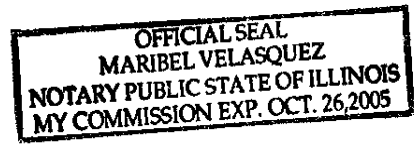
STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 9<sup>th</sup> day of March, 2004 before me, the undersigned Notary Public, personally appeared William Nygaardson 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 Maribel Velasquez Residing at 2300 W. Lawrence

Notary Public in and for the State of Ill

My commission expires 10/26/05



County Clerk's Office