## **UNOFFICIAL COF**

**RECORDATION REQUESTED BY:** FIFTH THIRD BANK (CHICAGO), A MICHIGAN **BANKING CORPORATION** 101 WEST STEPHENSON

STREET FREEPORT, IL 61032 Doc#: 0409118031

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds

Date: 03/31/2004 11:15 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Freeport, IL 61532

Fifth Third Bank (Chicago), a Michigan banking corporation Attn: Commercial Loan Services P.O. Box 297 MD# GFPT1A

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

July Armstrong, Documentation Processor FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING

CORPORATION

101 WEST STEPHENSON STREET FREEPORT IL 61032

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 18, 2004, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE FIFTH THIRD BANK (CHICAGO) not personally but as Trustee on behalf of TRUST 6973727, TRUST AGREEMENT DATED JULY 21, 1997, whose address is 1700 SOUTH ELMHURST ROAD, ELMHURST, IL 60056 (referred to below as "Granior") and FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION, whose address is 101 WEST STEPHENSON STREET, FREEPORT, IL 61032 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 12, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded June 20, 2000 with the Cook County Recorder as document 00454015.

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

LOT 8 IN LARPEN GARDEN'S SUBDIVISION OF PART OF THE SOUTH 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, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8870 NORTH ROOT STREET, NILES, IL 60714. The Real Property tax identification number is 09-14-408-013-0000

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

The purpose of this modification is to amend Promissory Note dated March 21, 2003 (which was dated incorrectly) in the principal amount of \$60,000.00 to the correct date of March 18, 2003.

### FICATION OF MORTGAGE

(Continued)

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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 parson 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 GRAN OR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 18, 2004.

TRUST 6973727 HELD BY CHICAGO TITLE LAND TRUST COMPANY

TRUST 6973727 HELD BY CHICAGO TITLE LAND TRUST COMPANY

CHICAGO TITLE LAND TRUST COMPANY, not person to but as Trusted. under that certain trust agreement dated 07-21-1997 and known ۱Ÿ.

TRUST 6973727 HELI		TITLE LAND TO publish Condove Land Trust Office	
AUTHORZED SI TITLE LAND THE Attestion By: purevant to	GMER LAND TO ET COMBANYA	BUST OFFICE	
AUTHORIZED SA TITLE LAND TRU Signed, acknowledge	GNER, LAND TO ST COMPANY	RUST OFFICE	
X Witness X			<u>an an an</u> an a
Witness LENDER:	Period Agency (1997) Service Agency (1997)		

each and all of the warranties, indemnities, representations, covenants, university and agreements herdin make it is expressly understood and agreed by and between the parties hereto, eny purporting to be ourpose or with the intention of binding said

powers conforted upon it as such Trustos, and that m

0409118031 Page: 3 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT		
COUNTY OF day of	) ) SS ) ND TRUST OFFICER and AUTHORIZED SIGNER, LAND OMPANY, and known to me to be authorized trustees or gage and acknowledged the Modification to be the free and in the trust documents or, by authority of statute, for the d that they are authorized to execute this Modification and Residing at Apok Double.	

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## UNOFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKNO	WLEDGMENT	
STATE OF Illimois	)	
COUNTY OF Cook	) <b>SS</b> )	
On this 18+1 day of Marchael To Barboac Michael To Barboac acknowledged said instrument to be the free and voluntary Lender through its board of directors or otherwise, for the that he or she is authorized to execute this said instrument.	hat executed the yact and deed of tuses and purposes	stnerein mentioned, and on oath stated
Notary Public in and for the State of	Residing at _	NIRS
My commission expires 83004	F	"OFFICIAL SEAL"  RANGES ELAINE GAST  placy Public, State of Illinois  Composition Emilias 8/3/04
LASER PRO Lending, Ver. 5.2150.002 Copr. Harland Financial Solutions, Inc. 1991	7, 2004. All Rights Faser ved - IL. K	COFFILPLIGZOTFC TR-19548 PR-freeport