

03/15/2004 17:32 FAX 773 927 2731

CHICAGO COMMUNITY BANK

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Doc#: 0411140070
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 04/20/2004 09:29 AM Pg: 1 of 3

RECORDATION REQUESTED BY:
CHICAGO COMMUNITY BANK
1110 WEST 35TH STREET
CHICAGO, IL 60609

WHEN RECORDED MAIL TO:
CHICAGO COMMUNITY BANK
1110 WEST 35TH STREET
CHICAGO, IL 60609

SEND TAX NOTICES TO:
CHICAGO COMMUNITY BANK
1110 WEST 35TH STREET
CHICAGO, IL 60609

FOR RECORDER'S USE ONLY

Real Estate Index R1112874

This Modification of Mortgage prepared by:

Chicago Community Bank
1110 West 35th Street
Chicago, IL 60609



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2004, is made and executed between Peter J. Birmingham, whose address is 743 Bonnie Brae, River Forest, IL 60305 (referred to below as "Grantor") and CHICAGO COMMUNITY BANK, whose address is 1110 WEST 35TH STREET, CHICAGO, IL 60609 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 18, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 8, 2003, document number 0312849381 with the cook county recorder of deeds.

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

The South 1/2 of Lot 9 in River Forest Land Association Addition to River Forest in part of the Northeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 743 Bonnie Brae, River Forest, IL 60305. The Real Property tax identification number is 15-12-205-004

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

Increase the mortgage amount from \$750,000 to \$825,000.

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

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MODIFICATION OF MORTGAGE (Continued)

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 MARCH 15, 2004.

GRANTOR:

X [Signature] Peter J. Birmingham

LENDER:

X [Signature] Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF COOK

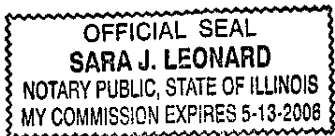
On this day before me, the undersigned Notary Public, personally appeared Peter J. Birmingham, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 24th day of March, 20 04

By Sara J. Leonard Residing at 1110 W. 35th St.

Notary Public in and for the State of Illinois

My commission expires 5-13-06



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

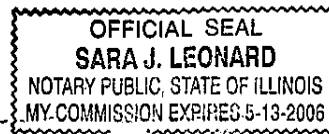
STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 24th day of March, 2004 before me, the undersigned Notary Public, personally appeared Timothy Clay and known to me to be the 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 Sara J. Leonard Residing at 1110 W. 35th St.

Notary Public in and for the State of Illinois

My commission expires 5-13-06



County Clerk's Office