## **UNOFFICIAL COPY**

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RECORDATION REQUESTED BY:

State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

WHEN RECORDED MAIL TO:

State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

SEND TAX NOTICES TO:

PIUS NEWELL 21W285 GLEN FARK ROAD LOMBARD, IL 60148



Doc#: 0412011243

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 04/29/2004 12:37 PM Pg: 1 of 3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

JOAN A. FANDL, LOAN ASSISTANT State Bank of Countryside \$734 Joliet Road Countryside, IL 60525

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2004, is made and executed between PIUS NEWELL (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgago dated January 19, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE IN THE AMOUNT OF \$300,000.00, RECORDED MARCH 22, 1999 AS DOCUMENT NO. 99274711.

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

LOT 20 IN BLOCK 3 IN BAXTER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3311 N. SEMINARY, CHICAGO, IL 60657. The Real Property tax identification number is 14-20-416-018

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

TO RECORD AN ASSIGNMENT OF RENTS DATED 01-19-2004 IN THE AMOUNT OF \$300,000.00.

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

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BOX 333-CTI

0412011243 Page: 2 of 3

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#### MODIFICATION OF MORTGAGE

Loan No: 595070301-1

My commission expires 06-05-09

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(Continued)

by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification,

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NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 5,2004

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 19, 2004. **GRANTOR:** LENDER: STATE BANK OF COUNTRYSIDE Authorized Signer INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF COLOR On this day before me, the undersigned Notary Public, personally appeared PIUS NEWELL, 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.  $\underline{-33}$  day of  $\underline{\phantom{0}}$ Given under my hand and official seal this \_\_\_ Residing at 

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### MODIFICATION OF MORTGAGE

Loan No: 595070301-1 (Continued) Page 3

LENDER ACKNOWLEDGMENT	
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