#### **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** SOUTH CENTRAL BANK Main Office 525 W. ROOSEVELT RD. CHICAGO, IL 60607

WHEN RECORDED MAIL TO: **SOUTH CENTRAL BANK** Main Office 525 W. ROOSEVELT RD. CHICAGO, IL 60607

SEND TAX NOTICES TO: SOUTH CENTRAL BANK Main Office 525 W. ROOSEVEL CFD. CHICAGO, IL 60607

Doc#: 0413446068

Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 05/13/2004 10:29 AM Pg: 1 of 5

FOR RECORDER'S USE ON

This Modification of Mortgage prepared by:

LUBA PENCHKOVSKAYA South Central Bank 625 W. Roosevelt Rd. Chicago, IL 60607

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 200%, is made and executed between ROBERT SCHWARTZ, whose address is 5555 S. EVERETT, UNIT #2D, CHICAGO, IL 60637 and GWEN JUDITH SCHWARTZ, whose address is 5555 S. EVERETT, UNIT #2D, CHICAGO, IL 60637 (referred to below as "Grantor") and SOUTH CENTRAL BANK, whose address is 525 W. RODSEVELT RD., CHICAGO, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 28, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED SEPTEMBER 12, 2002 AT COOK COUNTY RECORDER OF DEEDS AS **DOCUMENT NO. 0021002235.** 

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

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 5555 S. EVERETT, UNIT #2D, CHICAGO, IL 60637. The Real Property tax identification number is 20-13-103-014-1036

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

DECREASE CREDIT LIMIT FROM \$100,000.00 TO \$50,000.00 AND ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME OR UNCHANGED.

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

0413446068 Page: 2 of 5

### UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Page 2

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 CRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 5, 2004.

GRANTOR,
Shew Hunder
RØBERT SCHWARTZ, Individually
x Joen Timbeth Melinate,
GWEN JUDITH SCHWARTZ, Individually
LENDER:
X
Authorized Signer

0413446068 Page: 3 of 5

## UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT		
STATE OFCOOK	) ) SS )	
On this day before me, the undersigned Notary Public, per JUDITH SCHWARTZ to me known to be the individual Mortgage, and acknowledged that they signed the Modific uses and purposes therein mentioned.	als described in and who executed the Modification of cation as their free and voluntary act and deed, for the	
Given under my hand and official seal this 5 7	Residing at $\frac{\mathcal{D}\mathcal{A}}{\mathcal{C}\mathcal{D}\mathcal{C}\mathcal{C}\mathcal{C}\mathcal{C}\mathcal{C}\mathcal{C}\mathcal{C}\mathcal{C}\mathcal{C}C$	
Notary Public in and for the State of	"OFFICIAL NEAL" PAMELA F. DE LA PENA Notary Public. State of Illinois My Commission Expires 03/30/06	
LENDER ACKN	OWLEDGMENT	
STATE OF	) ss //	
On this day of Public, personally appeared	and known to me to be the	
, authorized agent for the Lender th acknowledged said instrument to be the free and voluntary Lender through its board of directors or otherwise, for the u that he or she is authorized to execute this said instrument Lender.	act and deed of the said Lender, duly authorized by the ses and purposes therein mentioned, and on oath stated	
Ву	Residing at	
Notary Public in and for the State of  My commission expires		

0413446068 Page: 4 of 5

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Page 4

LASER PRO Lending, Vol. 5.22.00.003. Copt. Harland Financial Solutions, Inc. 1997, 2004. All Rights Recovoud. IL FYCFREPLIG20: FC TR 1039

Property of Cook County Clerk's Office

0413446068 Page: 5 of 5

#### UNOFFICIA

UNIT B2 IN JACKSON TOWERS OF THE WEST 160 FEET OF THE SOUTH 148 FEET 4 INCHES (EXCEPT THE WEST 71 FEET OF THE NORTH 4 FEET 4 INCHES OF THE SOUTH 148 FEET 4 INCHES) OF THAT PART OF BLOCK 3 IN THE EAST END SUBDIVISION OF SECTION 12 AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF EVERETT AVENUE AS WIDENED; ALSO THE SOUTH 35 FEET OF THE EAST 6 INCHES OF THE WEST 160 FEET 6 INCHES OF THE SOUTH 148 FEET 4 INCHES (EXCEPT THE WEST 71 FEET OF THE NORTH 4 FEET 4 INCHES OF SAID SOUTH 148 FEET 4 INCHES) OF THAT PART OF BLOCK 3 AFORESAID ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE BY THE AMERICAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 24961, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 20616365; TOGETHER WITH AN UNDIVIDED 1.244 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE SPACE TON AND PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

PERMANENT INDEX NUMBER: 20-13-103-014-1036

BORROWER'S NAME: SCHWARTZ