

# UNOFFICIAL COPY



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Doc#: 0413927083  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 05/18/2004 03:10 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
AMALGAMATED BANK OF  
CHICAGO  
ONE WEST MONROE  
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Nicole C. Thomas  
Amalgamated Bank of Chicago  
One West Monroe  
Chicago, IL 60603

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 14, 2004 is made and executed between AMALGAMATED BANK OF CHICAGO, not personally but as Trustee on behalf of AMALGAMATED BANK OF CHICAGO TRUST #5823 (referred to below as "Grantor") and AMALGAMATED BANK OF CHICAGO, whose address is ONE WEST MONROE, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 14, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON APRIL 15, 1999 AS DOCUMENT #99364868

ASSIGNMENT OF RENTS DATED APRIL 14, 1999 RECORDED ON APRIL 15, 1999 AS DOCUMENT #99364869

MODIFICATION OF MORTGAGE DATED APRIL 14, 2000 RECORDED ON MAY 18, 2000 AS DOCUMENT #00357875

MODIFICATION OF MORTGAGE DATED APRIL 14, 2001 RECORDED ON MAY 18, 2001 AS DOCUMENT #010420138

MODIFICATION OF MORTGAGE DATED OCTOBER 14, 2001 RECORDED ON OCTOBER 31, 2001 AS DOCUMENT #0011018903

MODIFICATION OF MORTGAGE DATED APRIL 14, 2002 RECORDED ON APRIL 16, 2002 AS DOCUMENT #0020435939

MODIFICATION OF MORTGAGE DATED APRIL 14, 2003.

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.

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

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The Real Property or its address is commonly known as 413-421 WEST HOWARD STREET, EVANSTON, IL 60202. The Real Property tax identification number is 11-30-213-015, 016, 017 and 018-0000

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

**The stated maturity date of the Mortgage is hereby deleted. The term and duration of the Mortgage (as herein and previously modified) shall extend until all the Indebtedness (as therein defined) is fully paid and satisfied.**

**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 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 APRIL 14, 2004.**

**GRANTOR:**

This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally, but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMALGAMATED BANK OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMALGAMATED BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

**AMALGAMATED BANK OF CHICAGO, not personally but as Trustee under that certain trust agreement dated 04-06-1999 and known as AMALGAMATED BANK OF CHICAGO TRUST #5823.**

By:  **IRVING B. POLAKOW**  
Authorized Signer for AMALGAMATED BANK OF CHICAGO SENIOR VICE PRESIDENT

**LENDER:**

**AMALGAMATED BANK OF CHICAGO**

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE

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### TRUST ACKNOWLEDGMENT

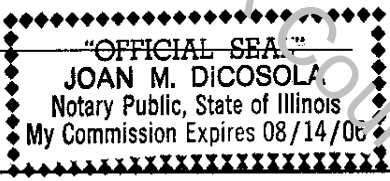
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 15th day of May, 2004 before me, the undersigned Notary Public, personally appeared IRVING B. POLAKOW SENIOR VICE PRESIDENT

, 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 of, 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 Joan M. Dicosola Residing at Chicago, IL  
 Notary Public in and for the State of Illinois

My commission expires



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14 day of April, 2004 before me, the undersigned Notary Public, personally appeared ROBERT W. PAFF and known to me to be the vice PRES., 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 James F. Armbruster Residing at Lockport, IL

Notary Public in and for the State of Illinois

My commission expires 9-3-07



Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

ALL THAT PART OF SOUTH 6.25 CHAINS OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  AT A POINT 153.46 FEET EAST OF THE EASTERLY LINE OF CLARK STREET, NOW KNOWN AS CHICAGO AVENUE, THENCE EAST ALONG SAID LAST MENTIONED LINE 97.41 FEET; THENCE NORTH A DISTANCE OF 85 FEET TO THE SOUTH LINE OF AN EAST AND WEST ALLEY; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  A DISTANCE OF 97.41 FEET; THENCE SOUTH A DISTANCE OF 85.00 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL THAT PART OF THE SOUTH 6.25 CHAINS OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$ , AT A POINT 350.87 FEET EAST OF THE EASTERLY LINE OF CLARK STREET (NOW KNOWN AS CHICAGO AVENUE); THENCE EAST ALONG SAID FIRST MENTIONED LINE, 100 FEET; THENCE NORTH A DISTANCE OF 85 FEET TO THE SOUTH LINE OF AN EAST AND WEST ALLEY; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  A DISTANCE OF 100 FEET; THENCE SOUTH A DISTANCE OF 85 FEET TO THE POINT OF BEGINNING;

AND

THE EAST 100 FEET OF THE WEST 197.41 FEET OF THOSE PARTS OF THE SOUTH 6.25 CHAINS OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:, TO WIT:

COMMENCING ON A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  AT A POINT 153.46 FEET EAST OF THE EASTERLY LINE OF CLARK STREET (NOW KNOWN AS CHICAGO AVENUE); THENCE EAST ALONG SAID LINE 546.91 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 115.29 FEET TO A POINT 118 FEET DUE NORTH OF THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$ ; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  A DISTANCE OF 469.02 FEET; THENCE SOUTH 85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.