

1083

84-85672  
CIZ

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
Continental Community Bank  
and Trust Company  
Aurora Branch  
2430 West Indian Trail  
Aurora, IL 60506

Doc#: 0414242058  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/21/2004 08:53 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
Continental Community Bank  
and Trust Company  
Aurora Branch  
2430 West Indian Trail  
Aurora, IL 60506

Box 333

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Nicholl E. Massa, Loan Administrative Assistant  
Continental Community Bank and Trust Company  
2430 West Indian Trail  
Aurora, IL 60506

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 9, 2004, is made and executed between North Star Trust Company, successor Trustee to Maywood-Proviso State Bank, u/v/a dated November 5, 1985 and known as Trust Number 6788, whose address is 500 W. Madison, Suite 3630, Chicago, IL 60661 (referred to below as "Grantor") and Continental Community Bank and Trust Company, whose address is 2430 West Indian Trail, Aurora, IL 60506 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 16, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 3, 2001 as Document Number 0011130022.

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

LOT 10 AND THE EAST 19 FEET OF LOT 11 IN BLOCK 32 IN THIRD ADDITION TO FRANKLIN PARK BEING A SUBDIVISION OF SECTION 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9950 W. Grand Avenue, Franklin Park, IL 60131. The Real Property tax identification number is 12-28-226-035-0000.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$257,600.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

BOX 333-CT

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100000405

Page 2

**Note.** The word "Note" means the Change in Terms Agreement ("Agreement") dated February 9, 2004 in the original principal amount of \$128,800.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement. The interest rate on the Agreement is 6.750%. The Agreement is payable in 48 monthly payments of \$3,074.72.

**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 FEBRUARY 9, 2004.**

**GRANTOR:**

**NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO  
MAYWOOD-PROVISO STATE BANK, U/T/A DATED NOVEMBER 5, 1985  
AND KNOWN AS TRUST NUMBER 6788 ~~and not personally~~**

By: *Silvia Medina*  
**Authorized Signer for North Star Trust Company, successor  
Trustee to Maywood-Proviso State Bank, u/t/a dated  
November 5, 1985 and known as Trust Number 6788 ~~and not personally~~**

**LENDER:**

X *[Signature]*  
**Authorized Signer**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100000405

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF LAKE )

On this 10TH day of FEBRUARY, 2004 before me, the undersigned Notary Public, personally appeared Sylvia Medina Trust Officer  
NORTH STAR TRUST COMPANY

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 or, 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 Sharon K Crowley Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_

SHARON K. CROWLEY  
 Notary Public, State of Illinois  
 My Commission Expires 9/17/2004

County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100000405

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_