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0415442194

RECORDATION REQUESTED BY:
Founders Bank
Palos Heights Branch
11850 South Harlem Avenue
Palos Heights, IL 60463

Doc#: 0415442194
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/02/2004 10:51 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Founders Bank
Palos Heights Branch
11850 South Harlem Avenue
Palos Heights, IL 60463

SEND TAX NOTICES TO:
Founders Bank, not personally
but as Trustee under Trust
Agreement dated March 1,
2002 and known as Trust
Number 6047
11850 S. Harlem Avenue
Palos Heights, IL 60463

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sherrri Hiskes, Commercial Loan Assistant
Founders Bank
11850 South Harlem Avenue
Palos Heights, IL 60463

NW6/23003 1 of 1

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 8, 2004, is made and executed between Founders Bank, not personally but as Trustee under Trust Agreement dated March 1, 2002 and known as Trust Number 6047, whose address is 11850 S. Harlem Avenue, Palos Heights, IL 60463 (referred to below as "Grantor") and Founders Bank, whose address is 11850 South Harlem Avenue, Palos Heights, IL 60463 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 8, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 15, 2003 as Document Number 0313546249.

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

Parcel 1: Lot 9 (Except the Easterly 3 feet thereof, as measured along the Southerly Line of said Lot 9) in Block 70 in Frederick H. Bartlett's Central Chicago, Being a Subdivision in the Southeast 1/4 of Section 4, and in the Northeast 1/4 and the Southeast 1/4 of Section 9, all in Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 7 (Except the Easterly 1 foot thereof as measured along the Southerly Line of said Lot 7), all of Lot 8, and the Easterly 3 feet of Lot 9 as measured along the Southerly Line of said Lot 9 in Block 70 in Frederick H. Bartlett's Central Chicago, being a Subdivision in the Southeast 1/4 of Section 4, and in the Northeast 1/4 and the Southeast 1/4 of Section 9, all in Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

BOX 333-CP

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 149041686

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Parcel 3: The Westerly 1 foot of Lot 4, as measured along the Southerly Line of said Lot 4, all of Lots 5 and 6 and the Easterly 1 foot of Lot 7, as measured along the Southerly Line of said Lot 7, in Block 70 in Frederick H. Bartlett's Central Chicago, being a Subdivision in the Southeast Quarter of Section 4, and in the Northeast Quarter and the Southeast Quarter of Section 9, all in Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 5580 S. Archer Avenue, Chicago, IL 60638; 5586 S. Archer Avenue, Chicago, IL 60638 and 5209 S. LeClaire, Chicago, IL 60638. The Real Property tax identification number is 19-09-406-011-0000; 19-09-406-012-0000; 19-09-406-013-0000

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

Increase principal amount of loan from \$1,120,000 to \$1,600,000; change interest rate from Prime + 1% floating with a floor of 7.50% per annum to Prime + 1% floating with a floor of 6% per annum. Extend maturity date from April 8, 2004 to October 8, 2005.

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 8, 2004.

GRANTOR:

FOUNDERS BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 2002 AND KNOWN AS TRUST NUMBER 6047

FOUNDERS BANK, not personally but as Trustee under that certain trust agreement dated 03-01-2002 and known as Founders Bank, not personally but as Trustee under Trust Agreement dated March 1, 2002 and known as Trust Number 6047. AND NOT PERSONALLY

By: 
Trust Officer, Officer of Founders Bank



This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood that the collection of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee, and not personally; no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER:

FOUNDERS BANK

X Kelly M. Crossman
Authorized Signer AVP

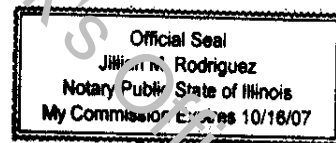
TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14TH day of MAY, 2004 before me, the undersigned Notary Public, personally appeared Trust Officer & Officer of Founders Bank, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Jillian M Rodriguez Residing at PALOS HEIGHTS, IL
Notary Public in and for the State of ILLINOIS

My commission expires 10/16/07



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 149041686

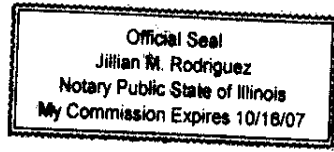
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 26th day of May, 2004 before me, the undersigned Notary Public, personally appeared Kelly M. Grossman and known to me to be the Assistant Vice 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 Jillian M. Rodriguez Residing at Palos Heights, IL
 Notary Public in and for the State of Illinois
 My commission expires 10/16/07



Cook County Clerk's Office