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RECORDATION REQUESTED BY:

FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION 101 WEST STEPHENSON STREET FREEPORT, IL 61032



Doc#: 0415515019

Eugene "Gene" Moore Fee: \$30.50 Dook County Recorder of Deeds Date: 06/03/2004 11:05 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Fifth Third Bank (Chicago), a Michigan banking corporation Attn: Commercial Loan Services
P.O. Box 297 MD# GFPT1A
Freeport, IL 61032

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

Kathy Pflaume, Documentation Processor FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING

CORPORATION

101 WEST S) EPHENSON STREET FREEPORT, 'L \$1032

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2004, is made and executed between CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO FIFTH THIRD BANK CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 2002 AND KNOWN AS TRUST NUMBER 17159, whose address is 3101 WEST 95TH STREET, EVERGREEN PARK, IL 60805 (referred to below as "Grantor") and FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION, whose address is 101 WEST STEPHENSON STREET, FREEPORT, IL 61032 (referred to below as "Lander").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 2, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on February 3, 2003 with the Cook County Recorder as document #0030159849.

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

LOT 36 TO 40 INCLUSIVE IN BLOCK 4 IN FIRST ADDITION TO CLEARING, A SUBDIVISION OF THE EAST 1,227 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, 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 5630 WEST 65TH STREET, CHICAGO, IL 60638. The Real Property tax identification number is 19-20-215-025; 19-20-215-026; 19-20-215-027 & 19-20-215-028

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

The purpose of the modification is to increase Promissory Note dated January 2, 2003 from \$135,000.00 the principal amount to \$250,000.00.

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MODIFICATION OF MORTGAGE (Continued)

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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 1, 2004.

CAICAGO, ILLINOIS

FEBRUARY 1, 2004.
GRANTOR:
Co
TRUST #17159 HELD BY CHICAGO TITLE LAVID TRUST COMPANY
CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 04-08-2002 and known as TRUST #17159 HELD BY CHICAGO TITLE LAND TRUST COMPANY.
AUTHORIZED SIGNER, Land Trust Officer of CHICAGO TITLE LAND TRUST COMPANY AUTHORIZED SIGNER, Land Trust Officer of CHICAGO TITLE LAND TRUST COMPANY
Pursuant to corporate by-laws
AUTHORIZED SIGNER, Land Trust Officer of CHICAGO TITLE LAND TRUST COMPANY
Signed, acknowledged and delivered in the presence of:
X
X
Witness E LAND TO:
LENDER:
LENDER: X CORPORATE SEAL X
Authorized Signer

only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against co, enems, undertakings and systements by the Trustee or for the purpose or with the intention of hinding said? There personally but are made and intended for the purpose of binding pinerans, on encove seem egreements herein made on Toolee are now, heleso each and avery one of hiem, made and internood not as representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied It is expressly understood and agreed by and hetwreen the parties hereto, anything to the contrary notwithstanding, or on account he summanites euch personal liability, if any, being expressly waved and released account of this instrument each and ell of the warmantos, externitives, represents personal warranties, indentalities recessinations the undersigned land trustee, undertakings and agreements of the pert of the Truston while

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UNOFFICIAL CO MODIFICATION OF MORTGAGE (Continued)

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	TRUST ACKNOWLEDGMENT
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STATE OF)
•) SS
COUNTY OF)
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on this fay	tescony, 2004 before me, the undersigned Notar
Public, personally appeared AUT	RIZED SIGNER, Land Trust Officer and AUTHORIZED SIGNER, Land
Officer of CHICAGO TIPLE LA	TRUST COMPANY, and known to me to be authorized trustees or age cation of Mortgage and acknowledged the Modification to be the free a
oluntary act and deed of the true	by authority set forth in the trust documents or, by authority of statute, for
ses and purposes therein ment	od, and on oath stated that they are authorized to execute this Modificat
nd in fact executed the Modifica	behalf of the trust.
and in fact executed the Modifica	
and in fact executed the Modifica	Residing at
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By JALOS XXV	Residing at
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UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT		
STATE OFCOUNTY OFCOUNTY)) SS)	
On this day of Corrulation C	before me, the undersigned Notary and known to me to be the der that executed the within and foregoing instrument and coluntary act and deed of the said Lendor, duly authorized by se, for the uses and purposes therein mentioned, and on oath said instrument and that the seal affixed is the corporate seal. Residing at	
LASER PRO Lending Vor. 5 21 50,002. Cript: Visitand Snancial Solutions. Inc., 19	2004 All Right's Reserved on K VCFs; PUGS201 FC TR: 19032 FPH-respond	