

# UNOFFICIAL COPY



0419447025

RECORDATION REQUESTED BY:  
DELAWARE PLACE BANK  
190 E. DELAWARE PLACE  
CHICAGO, IL 60611-1719

Doc#: 0419447025  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/12/2004 07:32 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
DELAWARE PLACE BANK  
190 E. DELAWARE PLACE  
CHICAGO, IL 60611-1719

SEND TAX NOTICES TO:  
Cole Taylor Bank Tr. 02-9483  
1309 N. Oakley  
Chicago, IL 60622

FOR RECORDER'S USE ONLY

4318158 10/1 03 Const.

This Modification of Mortgage prepared by:

Rita Williams  
DELAWARE PLACE BANK  
190 E. DELAWARE PLACE  
CHICAGO, IL 60611-1719

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2004, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Cole Taylor Bank Tr. 02-9483 (referred to below as "Grantor") and DELAWARE PLACE BANK, whose address is 190 E. DELAWARE PLACE, CHICAGO, IL 60611-1719 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 21, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 23, 2003 as Document #0314347088 in the Recorder of Deeds Office of the County of Cook, State of Illinois.

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

LOT 6 IN THE RESUBDIVISION OF LOTS 74 TO 83 INCLUSIVE IN HERRICK'S SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1059 N. Spaulding, Chicago, IL 60651. The Real Property tax identification number is 16-02-410-021-0000

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

The principal balance is hereby increased from \$605,500.00 to \$620,500.00.

**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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9910753-01

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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 JUNE 1, 2004.**

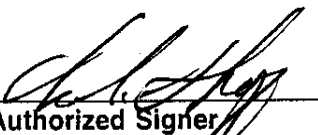
GRANTOR:

COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 07-09-2002 and known as Cole Taylor Bank Tr. 02-9483.

By:   
Authorized Signer for Cole Taylor Bank

By:   
Authorized Signer for Cole Taylor Bank

LENDER:

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9910753-01

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### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 11th day of June, 2004 before me, the undersigned Notary Public, personally appeared MARIO V. GOTANCO, Vice President AND Kenneth E. Piekut, Trust Officer OF COLE TAYLOR BANK

, 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 Sherris Smith Residing at \_\_\_\_\_

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

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



Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

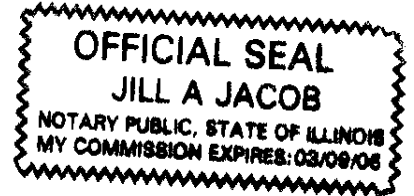
(Continued)

Loan No: 9910753-01

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )



On this 17<sup>th</sup> day of JUNE, 2004 before me, the undersigned Notary Public, personally appeared CHARLES SKOPP and known to me to be the SENIOR 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 Jill A. Jacob Residing at Abraham Estates  
 Notary Public in and for the State of ILLINOIS  
 My commission expires 3/9/06

CLERK'S OFFICE OF COOK COUNTY