



Doc#: 0420134007  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 07/19/2004 09:49 AM Pg: 1 of 4

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:

Amalgamated Bank of Chicago  
One West Monroe  
Chicago, IL 60603

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 7, 2004, is made and executed between JAMES D. ARCHIBALD and NADIA ARCHIBALD, HIS WIFE, IN JOINT TENANCY (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 November 25, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED DECEMBER 10, 1998 AS DOCUMENT NUMBER 08122463, IN COOK COUNTY ILLINOIS.**

**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.

The Real Property or its address is commonly known as 6036 N. LEADER AVENUE, CHICAGO, IL 60646-5628. The Real Property tax identification number is 13-04-217-017

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

**INCREASE LINE AMOUNT TO \$205,000.00. 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,

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 003538174

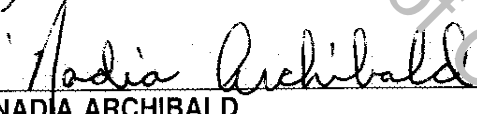
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makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person 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 JULY 7, 2004.**

GRANTOR:

X   
JAMES D. ARCHIBALD

X   
NADIA ARCHIBALD

LENDER:

AMALGAMATED BANK OF CHICAGO

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 003538174

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **JAMES D. ARCHIBALD and NADIA ARCHIBALD**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7<sup>th</sup> day of JULY, 2004

By Joseph L. Houdek Residing at COOK COUNTY

Notary Public in and for the State of ILLINOIS

My commission expires 

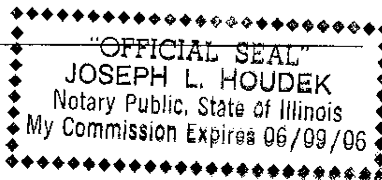
### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 17<sup>th</sup> day of JULY, 2004 before me, the undersigned Notary Public, personally appeared SCOTT BURSON and known to me to be the 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 Joseph L. Houdek Residing at COOK COUNTY

Notary Public in and for the State of ILLINOIS

My commission expires 

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## EXHIBIT "A"

### LEGAL DESCRIPTION:

THAT PART OF LOT 3 IN THE ASSESSOR'S DIVISION OF LOT 2 IN CALDWELL'S RESERVE, IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF LEADER AVENUE, 234.75 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 165.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LIEN PARALLEL WITH THE CENTER OF LEADER AVENUE, A DISTANCE OF 50 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 165.45 FEET TO THE CENTER OF LEADER AVENUE, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID LEADER AVENUE, A DISTANCE OF 50 FEET, TO THE PLACE OF BEGINNING EXCEPT THAT PART THEREOF TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6036 N. LEADER AVE., CHICAGO, IL 60646

CENSUS TRACT NO.: 1202.00

P.I.N.: 13-04-217-017