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RECORDATION REQUESTED BY:

~~U.S. BANK NATIONAL ASSOCIATION~~
~~Chicago Private Client Group~~
~~209 S. LaSalle St. 2nd Fl.~~
~~Chicago, IL 60604~~



Doc#: 0427312005
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 09/29/2004 09:49 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

US Recordings
2925 Country Drive Ste 201
St. Paul, MN 55117

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

KRIS KNIGHT
U.S. BANK NATIONAL ASSOCIATION
30 N MICHIGAN AVE #300
Chicago, IL 60602

463407583

MODIFICATION OF MORTGAGE

042738666

THIS MODIFICATION OF MORTGAGE dated JULY 29, 2004, is made and executed between JULIA F CORCORAN, whose address is 1811B N MOHAWK STREET, CHICAGO, IL 60614 and HECTOR MELIN-ALDANA, whose address is 1811B N MOHAWK STREET, CHICAGO, IL 60614; Husband and wife (referred to below as "Grantor") and U.S. BANK NATIONAL ASSOCIATION, whose address is 209 S LaSalle St. 2nd Fl, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 23, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN OFFICE OF THE: COUNTY RECORDER OF DEEDS
COUNTY OF RECORDING: COOK COUNTY, ILLINOIS
DATE OF RECORDING: JANUARY 27, 2004
DOCUMENT NO. 0402704202

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 1811B N MOHAWK STREET, CHICAGO, IL 60614. The Real Property tax identification number is 14 33 309 044 1002

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

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:

Addition of new Indebtedness secured by the Mortgage.
An increase in the maximum lien amount secured by the Mortgage.

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 463407583

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The changes described above are evidenced by an agreement by the parties dated JULY 29, 2004 (the "Credit Agreement Amendment") amending the Credit Agreement.

The Credit Agreement Amendment evidences new Indebtedness in the principal amount of \$70,000.00. The parties hereby agree that the Mortgage will secure all existing and new Indebtedness evidenced by the Credit Agreement, as amended by the Credit Agreement Amendment.

In the section of the Mortgage titled "Maximum Lien", the dollar amount 30,000.00" is hereby amended to read as follows: "\$100,000.00"


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 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 29, 2004.

GRANTOR:

X 

JULIA F CORCORAN

X 

HECTOR MELIN-ALDANA

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 463407583

LENDER:

U.S. BANK NATIONAL ASSOCIATION

x Uhair Uhair
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

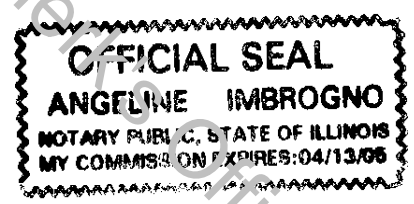
On this day before me, the undersigned Notary Public, personally appeared **JULIA F CORCORAN**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of July, 2004.

By Angeline Imbrogno Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 04/13/05



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MODIFICATION OF MORTGAGE

Loan No: 463407583

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

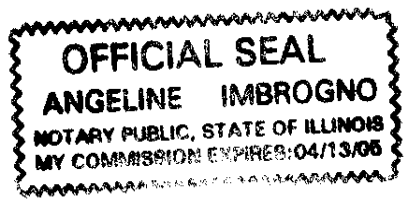
On this day before me, the undersigned Notary Public, personally appeared **HECTOR MELIN-ALDANA**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of July, 2004.

By Angeline Imbrogno Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 04/13/05



LENDER ACKNOWLEDGMENT

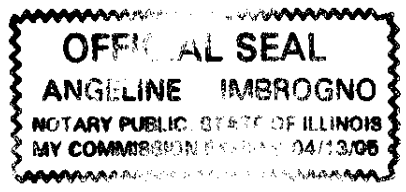
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 29th day of July, 2004 before me, the undersigned Notary Public, personally appeared Kris Knight and known to me to be the officer, 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 Angeline Imbrogno Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 04/13/05



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EXHIBIT A

UNIT NO. 2 (THE UNIT) IN MENOMONEE LANE TOWNHOMES, A CONDOMINIUM, AS SUCH UNIT IS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE AND IMPROVEMENTS THEREON (THE PROPERTY):

LOTS 69 TO 75, INCLUSIVE, IN JAMES H REES' SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH ½ AND THE NORTH ½ OF THE SOUTHEAST ¼ AND EAST ½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY GRANTOR (THE "DECLARATION"), RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 86323862 TOGETHER WITH AN UNDIVIDED 6.94 PERCENT INTEREST IN THE PROPERTY (EXCEPTING FROM THE PROPERTY AT THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).



U20273866-01FB03

MORTGAGE MODIFIC

LOAN# 463407583

US Recordings

Cook County Clerk's Office