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RECORDATION REQUESTED BY:
First Commercial Bank
6945 N Clark Street
Chicago, IL 60626



Doc#: 0428602371
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 10/12/2004 11:45 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:
First Commercial Bank
6945 N Clark Street
Chicago, IL 60626

SEND TAX NOTICES TO:
Jay M. Michael
1200 N. Lake Shore Dr., unit
806
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Voula Vassos, Loan Administrative Assistant
First Commercial Bank
6945 N Clark Street
Chicago, IL 60626

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2004, is made and executed between Jay M. Michael, whose address is 1200 N. Lake Shore Dr., unit 806, Chicago, IL 60610 (referred to below as "Grantor") and First Commercial Bank, whose address is 6945 N Clark Street, Chicago, IL 60626 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 31, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated August 31, 2004.

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

UNIT NO. 11B, AS DELINEATED ON SURVEY, OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS PARCEL): LOTS 23, 24 AND 25, AND THE WEST 3.25 FEET OF LOT 26, (EXCEPT THEREFROM, THE EAST 12 INCHES OF THE SOUTH 50.18 FEET OF THE NORTH 60.08 FEET OF SAID WEST 3.25 FEET OF SAID LOT 26), IN HEALY'S SUBDIVISION OF LOT 1, AND THE NORTH 1/2 OF LOT 11, AND PART OF LOT 10, IN BLOCK 2, OF CANAL TRUSTEES' SUBDIVISION, OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE NORTH 36.5 FEET OF LOT 10, LYING SOUTH OF AND ADJOINING LOTS 23 AND 24, AFORESAID; AND, TOGETHER WITH THE WEST 2 INCHES OF THE SOUTH 32.95 FEET OF 93.03 FEET OF SAID LOT 26, (EXCEPT THE WEST 3.25 FEET), IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A, TO THE DECLARATION OF CONDOMINIUM MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1972 AND KNOWN AS TRUST NUMBER 27072, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22511572; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL, ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

BOX 333-CTI

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MODIFICATION OF MORTGAGE (Continued)

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The Real Property or its address is commonly known as 73 E. Elm St., unit 11B, Chicago, IL 60611. The Real Property tax identification number is 17-03-201-068-1024

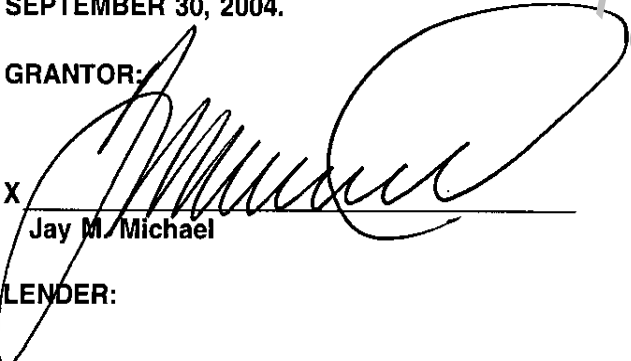
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

1. A subsequent principal advance will be made on the Promissory Note dated August 31, 2004 in the original amount of \$300,000.00, secured by the Mortgage, executed by Grantor to Lender (hereinafter referred to as "Note") increasing the total indebtedness secured by the Mortgage to \$375,000.00.

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 30, 2004.

GRANTOR:

X 
Jay M. Michael

LENDER:

FIRST COMMERCIAL BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Jay M. Michael**, 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 30th day of September, 20 04

By [Signature] Residing at 1385 Glencoe Ave.
Highland Park, IL
60035
 Notary Public in and for the State of Illinois

My commission expires 9-13-06



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 4th day of October, 2004 before me, the undersigned Notary Public, personally appeared Jose O' Torres 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 [Signature] Residing at Des Plaines
 Notary Public in and for the State of Illinois

My commission expires May 6, 2008

