

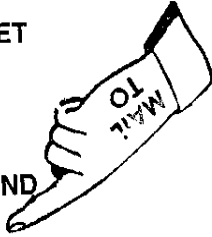
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RECORDATION REQUESTED BY:
COSMOPOLITAN BANK AND
TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610



Doc#: 0428627188
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 10/12/2004 04:12 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
COSMOPOLITAN BANK AND
TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610



SEND TAX NOTICES TO:
COSMOPOLITAN BANK AND
TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cary W. Harper
COSMOPOLITAN BANK AND TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2004, is made and executed between Cosmopolitan Bank and Trust, not personally, but solely as Trustee under the provisions of a Trust Agreement dated June 28, 2004 and known as Trust No. 31905, whose address is 801 N. Clark Street, Chicago, IL 60610 (referred to below as "Grantor") and COSMOPOLITAN BANK AND TRUST, whose address is 801 NORTH CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 2, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 26, 2004 in the office of the Cook County Recorder of Deeds as Document Number 0420804133.

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

LOT 6 IN MCKEEVERS RESUBDIVISION OF LOTS 2 AND 3 IN BLOCK 6 IN CLEAVERVILLE ADDITION, BEING THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF VINCENNES AVENUE, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 638 E. 41st Street, Chicago, IL 60653. The Real Property tax identification number is 20-03-310-064

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

Effective the date of this Modification, the principal amount of the Promissory Note secured by the Mortgage is hereby increased to \$246,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

Loan No: 013

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 OCTOBER 1, 2004.

GRANTOR:

COSMOPOLITAN BANK AND TRUST, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 28, 2004 AND KNOWN AS TRUST NO 31905

****For signatures, notary and exculpatory provisions of the Trustee, see rider By: attached hereto, which is expressly incorporated herein and made a part hereof. Todd W. Cordell, V.P./Trust Officer of Cosmopolitan Bank and Trust, not personally, but solely as Trustee under the provisions of a Trust Agreement dated June 28, 2004 and known as Trust No. 31905**

By:

Devin L. Fisher, Trust Officer of Cosmopolitan Bank and Trust, not personally, but solely as Trustee under the provisions of a Trust Agreement dated June 28, 2004 and known as Trust No. 31905

LENDER:

X

Authorized Signer

**Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601**

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: *Louise Hildebrand*
Senior Vice President/Trust Officer

ATTEST: *Devin L. Fisher*
Trust Officer

STATE OF ILLINOIS

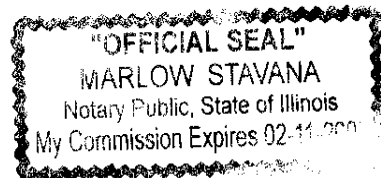
SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Louise Hildebrand and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of October A.D., 2004.

Marlow Stavana
NOTARY PUBLIC



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 013

Page 4

LENDER ACKNOWLEDGMENT

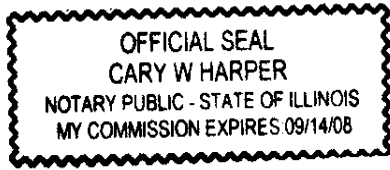
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 28th day of September, 2004 before me, the undersigned Notary Public, personally appeared Antonio R. Guillen and known to me to be the Sr. 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 Cary W. Harper Residing at 1929 Harrison St.
EVANSTON, IL 60201

Notary Public in and for the State of Illinois

My commission expires 9.14.08



Cook County Clerk's Office