

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

National City Bank of the  
Midwest  
Golf Mill  
9101 N. Greenwood Avenue  
Niles, IL 60714

Doc#: 0430306114  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 10/29/2004 01:21 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

National City Bank of the  
Midwest  
Small Business Banking  
101 West Washington Street,  
700E  
Indianapolis, IN 46255

**SEND TAX NOTICES TO:**

Joan M. Martin Trust dated  
October 18, 1996  
8610 W Golf Rd  
Niles, IL 60714

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Egys Trudeau for National City Bank of the Midwest  
National City Bank of the Midwest  
9101 N. Greenwood Avenue  
Niles, IL 60714

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 23, 2004, is made and executed between Joan M. Martin, not personally but as Trustee on behalf of Joan M. Martin Trust dated October 18, 1996 (referred to below as "Grantor") and National City Bank of the Midwest, whose address is 9101 N. Greenwood Avenue, Niles, IL 60714 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 29, 1985 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 24, 1998 as Document No. 98646137.

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

THE NORTH 1/2 OF LOT 167 IN TWIN OAKS FIRST ADDITION, BEING A SUBDIVISION OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9259 Cedar Ln, Des Plaines, IL 60016. The Real Property tax identification number is 09-15-214-027-0000

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

The Mortgage is modified to include a Promissory Note (the "Note") dated even date in the amount of \$105,000.00, and any extensions, renewals, modifications, refinancings, consolidations and substitutions thereof. Delete reference to Gregory S. Martin, as Trustee of the Joan M. Martin Trust Agreement Dated September 14, 1989 as grantor and include reference to Joan M. Martin as Trustee of the Joan M. Martin

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**MODIFICATION OF MORTGAGE**  
**(Continued)**

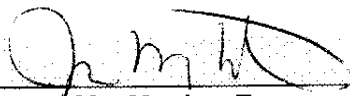
Trust dated October 18, 1996 as grantor.

**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 endorers 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 23, 2004.**

**GRANTOR:**

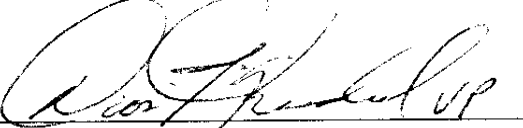
**JOAN M. MARTIN TRUST DATED OCTOBER 18, 1996**

By: 

Joan M. Martin, Trustee of Joan M. Martin Trust dated  
October 18, 1996

**LENDER:**

**NATIONAL CITY BANK OF THE MIDWEST**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

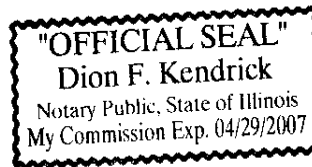
STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this 23 day of SEPT, 2004 before me, the undersigned Notary Public, personally appeared **Joan M. Martin, Trustee of Joan M. Martin Trust dated October 18, 1996**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Dion F. Kendrick* Residing at \_\_\_\_\_

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

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



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

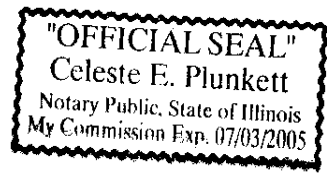
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 23rd day of September, 2004 before me, the undersigned Notary Public, personally appeared Dion Kendrick and known to me to be the SBB 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 Celeste E. Plunkett Residing at Chicago

Notary Public in and for the State of Ill

My commission expires 7/3/05



Cook County Clerk's Office