UNOFFICIAL COPY

RECORDATION REQUESTED BY:

National City Bank of the

Midwest

Golf Mill

9101 N. Greenwood Avenue

Niles, IL 60714

Doc#: 0430717229

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds

Date: 11/02/2004 11:22 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

National City Bank of the

Midwest

mall Business Banking

101 West Washington Street,

700E

Indianapolis, IN 46255

SEND TAX NOTICES TO:

Madaline Colman Trust dated

October 30, 1998

2565 Windrush

Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Androa Corso for National City Bank of the Midwest

National City Bank of the Midwest

9101 N. Croenwood Avenue

Niles, IL 6071/4

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 15, 2004, is made and executed between Madaline Colman, as Trustee under Trust Agreement dated 10/30/98, and known as the "Madaline Colman Trust", as to an undivided 100% interest, whose address is 2565 Windrush, Northbrool, IL 60062 (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 January 15, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 12, 2002, Cook County Recorder. Document No. 0020277612.

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

THAT PART OF LOT 46 IN COTSWOLDS IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE NORTH 89 DEGREES, 58 MINUTES, 57 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 86.04 FEET TO A POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES, 58 MINUTES, 57 SECONDS WEST ALONG SAID LINE 37.49 FEET TO A CORNER OF SAID LOT, THENCE NORTH 44 DEGREES, 58 MINUTES 57 SECONDS WEST ALONG SOUTHWESTERLY LINE OF SAID LOT FOR A DISTANCE OF 32.51 FEET, THENCE NORTH 45 DEGREES, 01 MINUTES, 03 SECONDS EAST 42.40 FEET; THENCE NORTH 44 DEGREES 58 MINUTES, 57 SECONDS WEST 16.79 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 03 SECONDS EAST 4.71 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 03 SECONDS EAST ALONG



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(Continued)

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SAID NORTHERLY LINE 6.31 FEET TO A CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES, 58 MINUTES 57 SECONDS EAST ALONG A NORTH LINE SAID LOT 16.32 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES, 03 SECONDS WEST 86.87 FEET TOT EH POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 2565 Windrush Lane, Northbrook, IL 60062. The Real Property tax identification number is 04-04-304-169-0000

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

Maximum Lien - The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments maintenance charges, insurance premiums and costs incurred for the protection of the mortgage premises is hereby increased to \$600,000.00.

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 OCTOBER 15, Clark's Office 2004.

GRANTOR:

MADALINE COLMAN TRUST DATED OCTOBER 30, 1998

Madaline Colman, Trustee of Madaline Colman Trust dated

October 30, 1998

LENDER:

NATIONAL CITY BANK OF THE MIDWEST

Authorized Signer

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OFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

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| TRUST ACKNOWLEDGMENT | |
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| STATE OF LLINOIS COUNTY OF COOK | |
| 0 |) SS |
| COUNTY OF COOK |) |
| Rublic, personally appeared Madaline Collinson to me to be an authorized trusted acknowledged the Mourfication to be the trust documents or, by authority of | man, Trustee of Madaline Colman Trust dated October 30, 1998, and a or agent of the trust that executed the Modification of Mortgage and a free and voluntary act and deed of the trust, by authority set forth in a statute, for the uses and purposes therein mentioned, and on oath ecute this Modification and in fact executed the Modification on behalf the Modification of Mortgage and a statute, for the uses and purposes therein mentioned, and on oath ecute this Modification and in fact executed the Modification on behalf the Modification of Mortgage and a statute, for the uses and purposes therein mentioned, and on oath ecute this Modification and in fact executed the Modification on behalf the Modification of Mortgage and a statute, for the uses and purposes therein mentioned, and on oath ecute this Modification and in fact executed the Modification on behalf the Modification of Mortgage and the statute, for the uses and purposes therein mentioned, and on oath ecute this Modification and in fact executed the Modification on behalf the Modification of Mortgage and the statute, for the uses and purposes therein mentioned, and on oath ecute this Modification and in fact executed the Modification on behalf the Modification of Mortgage and the statute of the Modification of Mortgage and M |
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OFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

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| LENDER ACKNOWLEDGMENT | |
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| STATE OF Things |) |
| county of |) SS) |
| Public, personally appeared DION F. KEND PRESIDENT, Suthorized agent for the Ler acknowledged said instrument to be the free and very the Lender through its hoost of directors or other | before me, the undersigned Notary and known to me to be the <u>vice</u> and known to me to be the <u>vice</u> der that executed the within and foregoing instrument and oluntary act and deed of the said Lender, duly authorized by wise, for the uses and purposes therein mentioned, and or cute this said instrument and that the seal affixed is the Residing at "OFFICIAL SEAL" Celeste E. Plunkett Notary Public, State of Illinois My Commission Exp. 07/03/2005 |
| LASER PRO Landing, Var. 5.24.10.002 Copr. Harland Financial Solutions, in | c. 1997, 2004. All Rights Resurver L. L.(DAPPSICFIWINSBNCPILE), IG201.FC TH-24729 PR-27 |