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RECORDATION REQUESTED BY:

Broadway Bank 5960 N Broadway Chicago, IL 60660

WHEN RECORDED MAIL TO:

Broadway Bank 5960 N Broadway Chicago, IL 60660

0432033075 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds

Date: 11/15/2004 09:29 AM Pg: 1 of 4

SEND TAX NOTICES TO:

Broadway Bank 5960 N Broadway Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

BROADWAY BANK 5960 N. BROADWAY CHICAGO, IL 60660

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2004, is made and executed between, not personally but as Trustee on behalf of CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE U/T/A DATED SEPTEMBER 7, 2001 AND ALSO KNOWN AS TRUST #1110119., whose address is 171 N. CLARK ST., CHICAGO, IL 60601 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 30, 2001 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows.

RECORDED AS DOCUMENT NUMBER 0011128972 IN THE OFFICE OF COOK COUNTY RECORDER'S OFFICE, FURTHER MODIFIED ON NOVEMBER 21, 2003, RECORDED ON DECEMBER 23, 2003 AS **DOCUMENT #0335740058.**

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

LOTS 129 TO 136 INCLUSIVE IN MADISON STREET WESTCHESTER 'L' SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1926 AS DOCUMENT 9328381 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 919 MANNHEIM, BELLWOOD, IL. The Real Property tax identification number is 15-16-107-057-0000

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

INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$390,677.68.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE MATURITY DATE IS EXTENDED TO SEPTEMBER 30, 2009. 2.) THE PRINCIPAL AMOUNT OF THE NOTE HAS BEEN INCREASED TO \$195,338.84 (CURRENT PRINCIPAL BALANCE OF \$135,338.84 AND ADDITIONAL CASH

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 309065

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OUT OF \$60,000.00). 3.) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM \$3,145.27 MONTHLY PRINCIPAL AND INTEREST TO \$4,138.99 MONTHLY PRINCIPAL AND INTEREST. 4) THE MONTHLY PAYMENT DUE DATE HAS BEEN CHANGED FROM THE 21ST DAY OF THE MONTH TO THE 30TH OF EVERY MONTH 5.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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 10 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **SEPTEMBER 30, 2004.**

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GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTED OF A DATED SEPTEMBER 7, 2001 AND ALSO KNOWN AS TRUST #1110119/

Authorized Signer for CHICAGO TITLE LAND TRUST COMPANY, AS TRÜSTEE U/T/A DATED SEPTEMBER 7, 2001 AND ALSO KNOWN AS TRUST #1110119.

Attestation not required

pursuant to corporate by-laws.

Authorized Signer for CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE U/T/A DATED SEPTEMBER 7, 2001 AND ALSO KNOWN AS TRUST #1110119.

LENDER:

BROADWAY BANK

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 309065 Page 3 TRUST ACKNOWLEDGMENT STATE OF __)) SS COUNTY OF) before me, the undersigned Notary Public, personally appeared **ASST. VICE PRESIDENT** CHICAGO TITLE LAND TRUST COMPANY , and known to me to be (ar) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at Notary Public in/and for the State of CAROLYN PAMPENELLA NOTARY PUBLIC STATE OF ILLINOIS Juny Clarks Office My Commission Expires 10/21/2007 My commission expires

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MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 309065 LENDER ACKNOWLEDGMENT IUNOIS STATE OF)) SS **COUNTY OF** before me, the undersigned Notary On this Public personally appea ec <u>)</u> D≥and known to me to be the DH1 OH, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrumen 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. Residing at 5960 n. BROA Notary Public in and for the State of My commission expires OFFICIAL SEAL ANTHONY D'COSTA

CXXCFNLPL\G201.FC TR-276

Notary Public, State of Minois Commission Expires 7-31-2005