

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**BANCO POPULAR NORTH AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018



**Doc#: 0432302488**  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 11/18/2004 11:42 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**BANCO POPULAR NORTH AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**SEND TAX NOTICES TO:**

**BANCO POPULAR NORTH AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

1401-MJ 8321204

This Modification of Mortgage prepared by:

Loan #70010000201-19001  
**BANCO POPULAR NORTH AMERICA**  
9600 W. Bryn Mawr  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2004, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Cole Taylor Bank, as Trustee u/t/a dated 12/9/03 a/k/a Trust No. 03-9947, an Illinois Banking Organization, whose address is 111 W. Washington St., Suite 650, Chicago, IL 60602 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 9600 W. Bryn Mawr, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 16, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage, Assignment of Rents dated December 16, 2003 and recorded February 17, 2004 in Cook County Recorder as Document Number 0404811125 and 0404811126 .

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

LOTS 4 AND 5 IN THE SUBDIVISION OF BLOCK 35 IN JONES SUBDIVISION OF THE WEST 1/2 (EXCEPT 80 ACRES) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7808-10 S. Ada , Chicago, IL 60620. The Real Property tax identification number is 20-29-320-017-0000

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

Effective September 23, 2004, the outstanding indebtedness on the existing Mortgage is increased from \$1,749,164.90 to \$2,440,000.00. Therefore all references in the loan documents to \$1,749,164.90 are

**BOX 333-CT**

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Loan No: 9001

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hereby deleted and inserted in lieu thereof are corresponding references to \$2,440,000.00. This Mortgage is further being modified as follows: change the interest rate from Prime floating to a fixed rate of 6.10% effective October 05, 2004; change the monthly Principal and Interest payment from \$11,602.25 plus escrow to \$16,002.96 plus escrow effective with the payment due November 05, 2005; and extend the maturity date from January 05, 2005 to October 05, 2009. 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 TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 23, 2004.**

GRANTOR:

COLE TAYLOR BANK, AS TRUSTEE U/T/A DATED 12/9/03 A/K/A TRUST  
NO. 03-9947 *and not individually*

By: 

Cole Taylor Bank

LENDER:

BANCO POPULAR NORTH AMERICA

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9001

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### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF COOK )  
 ) SS  
 )

On this 20th day of September, 2004 before me, the undersigned Notary Public, personally appeared **Cole Taylor Bank**, of **Cole Taylor Bank**, as **Trustee u/t/a dated 12/9/03 a/k/a Trust No. 03-9947**, 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 Shirley A. Coleman Residing at \_\_\_\_\_

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

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



COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 9001

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

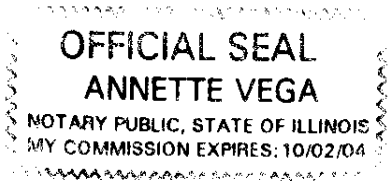
COUNTY OF COOK )

On this 28~~th~~ day of September, 2004 before me, the undersigned Notary Public, personally appeared Jo Ann Camp and known to me to be the 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 Annette Vega Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10/2/04



COOK County Clerk's Office