UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BANCO POPULAR NORTH

AMERICA

Rosemont Headquarters

9600 W. Bryn Mawr

Rosemont, IL 60018

WHEN RECORDED MAIL T

BANCO POPULAR NORTH

AMERICA

Rosemont Headquarter

9600 W. Bryn Mawr

Rosemont, IL 60018

Doc#: 0433527081

Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds

Date: 11/30/2004 02:38 PM Pg: 1 of 4

SEND TAX NOTICES TO:

BANCO POPULAR NORTH

AMERICA

Rosemont Headquarters

9600 W. Bryn Mawr

Rosemont, IL 60018

Near North National Title Corp

222 North Lasalle Street

Chicago, Illinois 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Ln #3644-9001

BANCO POPULAR NORTH AMERICA

9600 W. Erin Mawr Rosemont, IL 60018

*CHICAGO TITLE LAND TRUST COMPANY

AS SUCCESSOR TRUSTEE TO

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2003, is made and executed between Chicago Title and Trust Company, not personally but as Trustee on behalf of Chicago Title and Trust Company u/t/a dated 12/01/93 a/k/a Trust No. 1100042, whose address is 171 N. Clark St., Chicago, ii. 60601 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 9600 W. Pon Mawr, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 20, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated April 20, 2001 and recorded April 30. 2001 in the Office of the Cook County Recorder of Deeds as Document Numbers 0010351938 and 0010351939.

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

THE NORTH 39.78 FEET OF LOTS 1 AND 2 IN WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1611 N. Sheffield , Chicago, IL 60622. The Real Property tax identification number is 14-32-424-050

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

Effective August 05, 2003 the outstanding indebtedness on the existing Mortgage is hereby increased from \$602,335.26 to \$650,000.00. Therefore, all references in the loan documents to \$602,335.26 are hereby

)

0433527081 Page: 2 of 4

UNOFFICIAL COPY

Loan No: 9001 (Continued) Page 2

deleted and inserted in lieu thereof are corresponding references to \$650,000.00. The Note is further modified to decrease the interest rate from 9.00% to 6.00% fixed effective August 05, 2003; the monthly fixed principal and interest payment is modified from \$5,722.50 to \$4,690.06 effective with the payment due September 05, 2003 and the Maturity Date is extended from May 05, 2006 to August 05, 2008. 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 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 or 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 FIEAD ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 5, 2003.

CR	٨	N	T	n	R	,

*CHICAGO TITLE AND TRUST COMPANY U/T/A DATED 12/01/93 A/K/A
TRUST NO. 1100042

Short Miner Tomores

Chicago Title and Trust Company, Trustee of Chicago Title and Trust Company u/t/a dated 12/01/93 a/k/a Trust No. 1100042

LENDER:

Authorized Signer

Consequent fraction of the control o

0433527081 Page: 3 of 4

FICATION OF MORTGAGE Loan No: 9001

(Continued) Page 3 TRUST ACKNOWLEDGMENT STATE OF Illinois ♥CHICAGO TITLE LIND TRUST COMPANY as successor valistee to) SS COUNTY OF COOK) On this _____ day of ____ September ____, 2003 before me, the undersigned Notary Public, personally expeared Chicago Title and Trust Company, Trustee of Chicago Title and Trust Company u/t/a dated 12/01/93 a/k/a Trust No. 1100042, 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. Residing at Notary Public in and for the State of "OFFICIAL SEAL" My commission expires SANDRA A. WILLIAMS OFFICE Notary Public, State of Illinois My Commission Expires 5/22/06

0433527081 Page: 4 of 4

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Page 4 (Continued) Loan No: 9001 LENDER ACKNOWLEDGMENT STATE OF) SS COUNTY OF _____ day of before me, the undersigned Notary
and known to me to be the Public, personally appeared 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 Residing at Notary Public in and for the State of My commission expires Clark's Office