

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455



Doc#: 0434112168
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 12/06/2004 04:08 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:

Cosmopolitan Bank & Trust as
Trustee u/t/a dated February
22, 2001 a/k/a Trust #31293
801 N Clark Street
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Lender
Bridgeview Bank and Trust
4753 N Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 4, 2004, is made and executed between Cosmopolitan Bank & Trust, not personally but as Trustee on behalf of Cosmopolitan Bank & Trust as Trustee u/t/a dated February 22, 2001 a/k/a Trust #31293, whose address is 801 N Clark Street, Chicago, IL 60610 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 22, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 24, 2003 as document 0329727019 made by Cosmopolitan Bank & Trust as Trustee u/t/a dated February 22, 2001 a/k/a Trust #31293 to Lender to secure a Note for \$230,000.00.

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

LOT 27 IN BLOCK 2 IN CHATHAM FIELD BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 34, 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 7948 S Evans Ave, Chicago, IL 60619. The Real Property tax identification number is 20-34-206-027-0000

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

Grantor has received additional principal, making the total indebtedness \$238,854.77. Said additional principal is evidenced by a Note dated November 4, 2004. Said Note is secured by the property pursuant to the terms of the Mortgage.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

Handwritten initials/signature

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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Loan No: 610870800-31001

(Continued)

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 NOVEMBER 4, 2004.

GRANTOR:

COSMOPOLITAN BANK & TRUST AS TRUSTEE U/T/A DATED FEBRUARY 22, 2001 A/K/A TRUST #31293

COSMOPOLITAN BANK & TRUST, not personally but as Trustee under that certain trust agreement dated 02-22-2001 and known as Cosmopolitan Bank & Trust as Trustee u/t/a dated February 22, 2001 a/k/a Trust #31293.

**For signatures, notary, & exculpatory provisions of Trustee, see Rider attached hereto which is expressly incorporated herein and made a part hereof.

By: _____

Authorized Signer for Cosmopolitan Bank & Trust

LENDER:

BRIDGEVIEW BANK GROUP

X



Authorized Signer

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

BY: [Signature]
Vice President/Trust Officer

ATTEST: [Signature]
Trust Officer

STATE OF ILLINOIS

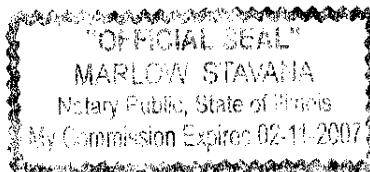
SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of November A.D., 2004.

Malcolm Spadano
NOTARY PUBLIC



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MODIFICATION OF MORTGAGE

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(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) 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.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

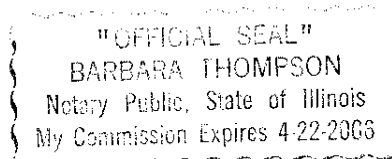
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Loan No: 610870800-31001

LENDER ACKNOWLEDGMENT

STATE OF Ill

COUNTY OF Cook



On this 23rd day of November, 2004 before me, the undersigned Notary Public, personally appeared Shawn Brown and known to me to be the Loan Officer, 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 Barbara Thompson

Residing at _____

Notary Public in and for the State of Ill

My commission expires 4-22-2006

DEPT. OF COOK COUNTY
 Clerk's Office