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RECORDATION REQUESTED BY:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

Doc#: 0435248057
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 12/17/2004 12:49 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076



SEND TAX NOTICES TO:

SAM GRUBY
386 MILFORD
DEERFIELD, IL 60015

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Don Carl
1ST Equity Bank
3956 W. Dempster
Skokie, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 10, 2004, is made and executed between **SAM GRUBY** (referred to below as "Grantor") and **1st Equity Bank**, whose address is **3956 West Dempster St, Skokie, IL 60076** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE JUNE 30, 1999 AS DOCUMENT NO. 99627051 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

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

LOTS 29 AND 30 (EXCEPT THOSE PARTS THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19), ALL IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, 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 3901-3911 N. WESTERN AVE, CHICAGO, IL 60618. The Real Property tax identification number is 14-19-100-013-0000

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

GRANTOR HAS REQUESTED AND RECEIVED AN EXTENSION. THE DATE OF MATURITY IS 06/10/05.

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

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R-3
5-20
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MODIFICATION OF MORTGAGE (Continued)

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 JUNE 10, 2004.

GRANTOR:

X *Sam Gruby*
SAM GRUBY

LENDER:

1ST EQUITY BANK
X *Carol A. [Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

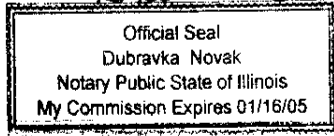
On this day before me, the undersigned Notary Public, personally appeared **SAM GRUBY**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of June, 202004.

By *Dubravka Novak* Residing at 3956 W. Dempster
Skokie IL 60076

Notary Public in and for the State of IL

My commission expires 1-16-05



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

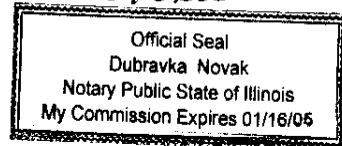
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of June, 2004 before me, the undersigned Notary Public, personally appeared Cornelia K. Griffin 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 Dubravka Novak Residing at 3956 W. Dempster
Skokie IL 60076

Notary Public in and for the State of Ill

My commission expires 1-16-05



Cook County Clerk's Office