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RECORDATION REQUESTED BY:

Bank One, NA with its main office at Chicago, Illinois
Illinois Branch
120 S. LaSalle Street
Chicago, IL 60603

Doc#: 0436220214
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 12/27/2004 03:11 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Bank One, NA
439 W. Schick Road Suite 200
Bloomington, IL 60108

SEND TAX NOTICES TO:

Steven A. Miller
503 Monroe Avenue
Glencoe, IL 60022

FOR RECORDER'S USE ONLY

Real Estate Index 21141838

This Modification of Mortgage prepared by:



Dawn M. Rutkowski, Assisant Vice President
Bank One, NA with its main office at Chicago, Illinois
439 W. Schick Road, Suite 200
Bloomington, IL 60108

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2004, is made and executed between Steven A. Miller, married to Jamie Steinberg Miller, whose address is 503 Monroe Avenue, Glencoe, IL 60022 (referred to below as "Grantor") and Bank One, NA with its main office at Chicago, Illinois, whose address is 120 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated November 26, 1997 and recorded December 5, 1997 as document number 97914611 by Steven A. Miller, Married to Jamie Steinberg Miller.

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

UNIT NUMBER 2408B IN THE CARL SANDBURG VILLAGE CONDOMINIUM NO. 2, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A PORTION OF LOT 5 IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATED OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25032909 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1455 N Sandburg Terrace, #2408, Chicago, IL 60610. The Real Property tax identification number is 17-04-207-086-1533

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

To extend the maturity date to December 1, 2019, change the rate to 5.375% and change the principal

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Authorized Signer

Quinn M. Rutter X

BANK ONE, NA WITH ITS MAIN OFFICE AT CHICAGO, ILLINOIS

LENDER:

Jamie Steinberg Miller, signing for the sole purpose of waiving homestead rights.

Steven A. Miller

Jamie Steinberg Miller

SA Miller X

GRANTOR:

2004.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1,

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 endorses 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.

balance to \$67,691.18. All other terms and conditions remain in full force and effect.

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MODIFICATION OF MORTGAGE

Loan No: 4800000855

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Jamie Steinberg Miller and Steven A. Miller, 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 11th day of November, 2004.

By Anne M. Kufro Residing at Oswego, IL

Notary Public in and for the State of Illinois

My commission expires 7/10/07



LENDER ACKNOWLEDGMENT

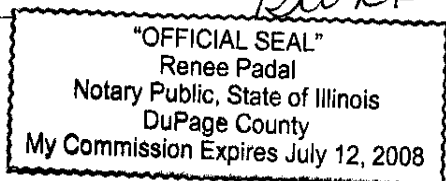
STATE OF IL)
) SS
 COUNTY OF DuPage)

On this 11th day of November, 2004 before me, the undersigned Notary Public, personally appeared Dawn Putkowsky and known to me to be the VP, 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 Renee Padal Residing at Jpmorgan / Bank one

Notary Public in and for the State of IL

My commission expires 7/12/08



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Loan No: 480000855

**MODIFICATION OF MORTGAGE
(Continued)**

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CONDOMINIUM RIDER

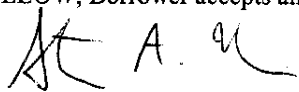
THIS CONDOMINIUM RIDER is made this 1st day of December, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Bank One, NA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1455 N Sandburg Terrace, #2408, Chicago, IL 60610

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Carl Sandburg Village Condominium NO. 2 (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (I) Declaration or any other document which creates the Condominium Project; (II) bylaws; (III) code of regulations; and (IV) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (I) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (II) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.
- C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (I) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (II) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (III) termination of professional management and assumption of self-management of the Owners Association; or (IV) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider:



Steven A. Miller

