

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Commercial Bank  
6945 N Clark Street  
Chicago, IL 60626



**WHEN RECORDED MAIL TO:**

First Commercial Bank  
6945 N Clark Street  
Chicago, IL 60626

Doc#: 0502805073

Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds

Date: 01/28/2005 09:56 AM Pg: 1 of 4

**SEND TAX NOTICES TO:**

Martin J. Murphy  
2811 RFD  
Long Grove, IL 60047

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Waylet Barcham, Loan Administrative Assistant  
The First Commercial Bank  
6945 N Clark Street  
Chicago, IL 60626

CTIC HE  
H 25004137

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 23, 2004, is made and executed between Martin J. Murphy, a married man, whose address is 2811 RFD, Long Grove, IL 60047 (referred to below as "Grantor") and First Commercial Bank, whose address is 6945 N Clark Street, Chicago, IL 60626 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 19, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Original Mortgage and Assignment of Rents** dated December 19, 2003 recorded December 30, 2003 as Document Numbers 0336447167 and 0336447168, respectively.

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

THE SOUTH 26.75 FEET OF LOT 11 IN ALBERT PASCHKE'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 1, 1924 AS DOCUMENT NUMBER 8491705 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5656 N. Hermitage Ave., Chicago, IL 60660. The Real Property tax identification number is 14-06-407-043-0000

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

1. A subsequent principal advance will be made on the Promissory Note dated December 19, 2003 in the original principal amount of \$228,000.00 secured by the Mortgage and Assignment of Rents, excuted by Grantor to Lender (Hereinafter referred to as "Note") increasing the total indebtedness to \$698,000.00.

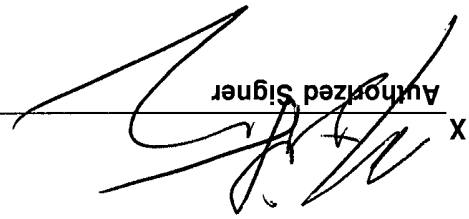
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing

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**BOX 334 CTI**

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Property of Cook County Clerks Office

Authorized Signer



FIRST COMMERCIAL BANK

LENDER:

Martin J. Murphy



GRANTOR:

DECEMBER 23 2004.

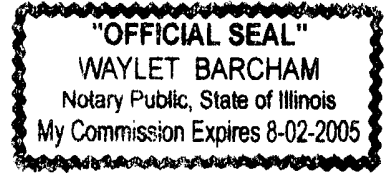
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED

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.

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Martin J. Murphy**, 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.

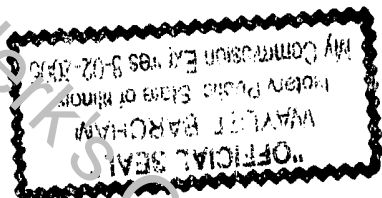
Given under my hand and official seal this 23rd day of December, 20 04

By Waylet Barcham Residing at FCB

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

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

### LENDER ACKNOWLEDGMENT



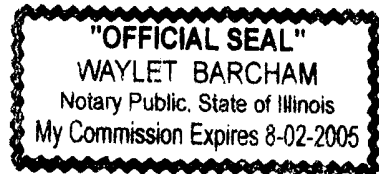
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 23rd day of December, 2004 before me, the undersigned Notary Public, personally appeared Mariusz P. Patynski and known to me to be the AUP, 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 Waylet Barcham Residing at FCB

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

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



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**MODIFICATION OF MORTGAGE  
(Continued)**