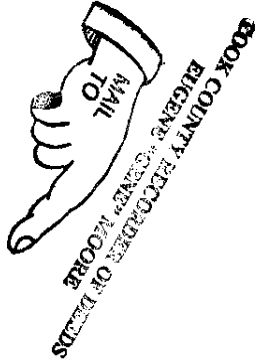


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**RECORDATION REQUESTED BY:**

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



Doc#: 0503917290  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 02/08/2005 03:08 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

CHICAGO TITLE AND TRUST  
COMPANY, as Trustee, under  
Trust Agreement No.  
1112327 dated August 18,  
2003  
171 N CLARK  
CHICAGO, IL 60601

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Dev Carl  
1st Equity Bank  
3956 W. Dempster  
Skokie, IL 60076

CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO *SP*

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 20, 2004, is made and executed between , not personally but as Trustee on behalf of CHICAGO TITLE AND TRUST COMPANY, as Trustee, under Trust Agreement No. 1112327 dated August 18, 2003 ; (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 November 20, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**FILING DATE OCTOBER 22, 2003 AS DOCUMENT #0329542333 IN THE RECORD'S 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 5 AND 6 IN BLOCK 3 IN GIBBS, LADD AND GEORGE'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 917-25 HINMAN, EVANSTON, IL 60202. The Real Property tax identification number is 11-19-221-005-0000

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

**GRANTOR HAS REQUESTED AND RECEIVED AN EXTENSION. THE NEW MATURITY DATE IS 11/20/05.**

**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

*SY  
PL  
MY*

*30 S*

*BMR*

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## MODIFICATION OF MORTGAGE

(Continued)

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 20, 2004.**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST COMPANY**

**AS SUCCESSOR TRUSTEE TO \* 7 11**

**\*CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT NO. 1112327 DATED AUGUST 18, 2003 and not personally**

By: *[Signature]*  
**Authorized Signer for \*CHICAGO TITLE AND TRUST COMPANY, as Trustee, under Trust Agreement No. 1112327 dated August 18, 2003 and not personally**

**LENDER:**

**1ST EQUITY BANK**

x *[Signature]*  
**Authorized Signer**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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## MODIFICATION OF MORTGAGE (Continued)

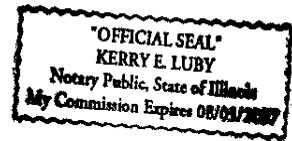
### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 27<sup>th</sup> day of January, 2005 before me, the undersigned Notary Public, personally appeared JOSEPH F. SOCHACKI an officer of CHICAGO TITLE LAND TRUST COMPANY, 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 [Signature] Residing at 171 N. CLARK ST, 0467  
CHICAGO IL 60601  
 Notary Public in and for the State of ILLINOIS

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



COOK County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

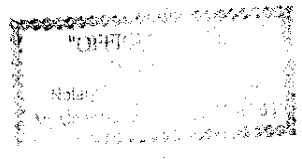
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 20<sup>th</sup> day of November, 2004 before me, the undersigned Notary Public, personally appeared Connie R. 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 [Signature] Residing at 3956 W Dempster

Notary Public in and for the State of IL Skokie IL 60076

My commission expires 7-27-05



UNOFFICIAL COPY OF COOK COUNTY CLERK'S OFFICE