

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
MIDWEST BANK AND TRUST  
COMPANY  
Elmwood Park  
1606 N Harlem Ave  
Elmwood Park, IL 60707

WHEN RECORDED MAIL TO:  
MIDWEST BANK AND TRUST  
COMPANY  
Elmwood Park  
1606 N Harlem Ave  
Elmwood Park, IL 60707



Doc#: 0505326085  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 02/22/2005 12:18 PM Pg: 1 of 4

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Peterson/Conti  
MIDWEST BANK AND TRUST COMPANY  
1606 N Harlem Ave  
Elmwood Park, IL 60707

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## MODIFICATION OF MORTGAGE

O'Connor Title  
Services, Inc.

# 5052-0048

THIS MODIFICATION OF MORTGAGE dated January 20, 2005, is made and executed between Midwest Bank and Trust Company, as successor trustee to Midwest Trust Services, Inc., not personally but as Trustee under that certain trust agreement dated March 15, 2000 and known as Midwest Bank and Trust Company, as successor trustee to Midwest Trust Services, Inc., Trust No. 00-2-7675, whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 1606 N Harlem Ave, Elmwood Park, IL 60707 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

and recorded on May 24, 2001 in the office of the Cook County Recorder of Deeds as Document No. 0010444533.

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

THE WEST 25 FEET OF THE EAST 50 FEET OF LOT 38 IN DEMING & OTHER'S SUBDIVISION OF OUT LOT "C" IN WRIGHTWOOD A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

The Real Property or its address is commonly known as 562 W. Arlington Place, Chicago, IL 60614. The Real Property tax identification number is 14-28-316-019

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated January 20, 2005 in the principal amount of \$2,566,000 payable to Midwest Bank and Trust Company. The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount "\$1,600,000.00" with the amount of "\$2,566,000.00".

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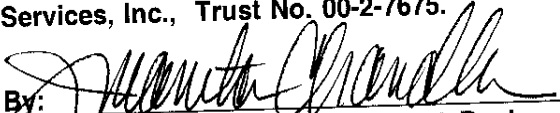
## MODIFICATION OF MORTGAGE (Continued)

**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 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 JANUARY 20, 2005.**

**GRANTOR:**

**MIDWEST BANK AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO MIDWEST TRUST SERVICES, INC.,** not personally but as Trustee under that certain trust agreement dated 03-15-2000 and known as Midwest Bank and Trust Company, as successor trustee to Midwest Trust Services, Inc., Trust No. 00-2-7675.

By:   
Authorized Signer for Midwest Bank and Trust Company, as  
successor trustee to Midwest Trust Services, Inc.

By:   
Authorized Signer for Midwest Bank and Trust Company, as  
successor trustee to Midwest Trust Services, Inc.

**LENDER:**

**MIDWEST BANK AND TRUST COMPANY**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

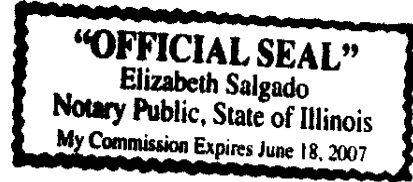
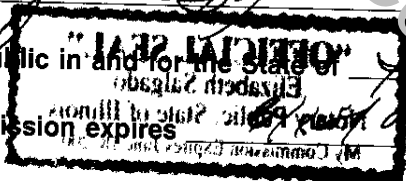
On this 25th day of January, 2005 before me, the undersigned Notary Public, personally appeared Juanita Chandler  
Laurel Thorpe

, 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 Elizabeth Salgado Residing at Edmwood Pk

Notary Public in and for the State of Illinois

My commission expires June 18, 2007



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

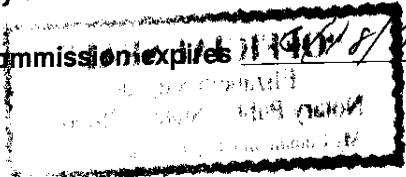
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 20th day of January, 2005 before me, the undersigned Notary Public, personally appeared Stephen C. Conti 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 Elizabeth Salgado Residing at Elmwood Park  
 Notary Public in and for the State of Illinois

My commission expires 11/18/07




Cook County Clerk's Office