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Doc#: 0508411476
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/25/2005 02:07 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

GreatBank a National
Association
GreatBank a National
Association
3300 West Dempster Street
Skokie, IL 60076

WHEN RECORDED MAIL TO:

GreatBank a National
Association
GreatBank a National
Association
3300 West Dempster Street
Skokie, IL 60076

SEND TAX NOTICES TO:

GreatBank a National
Association
GreatBank a National
Association
3300 West Dempster Street
Skokie, IL 60076

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Commercial Lending Department
GreatBank a National Association
3300 West Dempster Street
Skokie, IL 60076

O'Connor Title
Services, Inc.

MODIFICATION OF MORTGAGE

5084-6087

*not personally, as Trustee u/t/a/d 6/29/01 & Trust #7549, as

THIS MODIFICATION OF MORTGAGE dated March 7, 2005, is made and executed between Cosmopolitan Bank and Trust*Successor Trustee to Austin Bank of Chicago, whose address is 801 N. Clark, Chicago, IL 60610 (referred to below as "Grantor") and GreatBank a National Association, whose address is 3300 West Dempster Street, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 2, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 15, 2004 in the office of Cook County Recorder of Deeds as Document No. 0401539093 .

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

LOT 3 IN HEANEY'S SUBDIVISION OF LOTS 6 TO 10 BOTH INCLUSIVE, IN BLOCK 2 OF WOLFRAM'S SUBDIVISION OF LOT 8 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, 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 800 W. Diversey Parkway, Chicago, IL 60614. The Real Property tax identification number is 14-29-230-032-0000

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

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

Renewal of existing non-revolving line of credit and converting to a term loan. Interest only for the first 6 months, principal and interest monthly thereafter based on a 10-year amortization schedule with a Maturity date of November 10, 2006 .

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 MARCH 7, 2005.

GRANTOR:

COSMOPOLITAN BANK AND TRUST*SUCCESSOR TRUSTEE TO AUSTIN

BANK OF CHICAGO *not personally, as Trustee u/t/a/d 6/29/01 & #7549, as

By: hereto which is expressly incorporated herein and made a part hereof.
**For signatures, notary, and exculpatory provisions of Trustee, see Rider attached

**Land Trust Officer, Trustee of Cosmopolitan Bank and Trust*
Successor Trustee to Austin Bank of Chicago**

LENDER:

GREATBANK A NATIONAL ASSOCIATION

x Richard Roberts
Authorized Signer

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY

BY: [Signature]
Vice President/Trust Officer

ATTEST: [Signature]
Trust Officer

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of March A.D., 2005.

[Signature]
NOTARY PUBLIC



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook,)

On this 24th day of March, 2005 before me, the undersigned Notary Public, personally appeared Richard Roberts and known to me to be the Sr. 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 Maria Stolis Residing at GRBA - Stevie

Notary Public in and for the State of Illinois

My commission expires 11-30-2005



Illinois County Clerk's Office