UNOFFICIAL COPY

RECORDATION REQUESTED BY: COLE TAYLOR BANK WEALTH MANAGEMENT 111 W. WASHINGTON CHICAGO, IL 60602

WHEN RECORDED MAIL TO: Cole Taylor Bank Loan Services P.O. Box 88452 - Dept A Chicago, IL 60680-8452 2512511283

Doc#: 0512511287

Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds

Date: 05/05/2005 09:57 AM Pg: 1 of 4

SEND TAX NOTICES TO:

Cole Taylor Bank Trust Number 01–9136 111 W. Washinton Chicago, IL 60602

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

COLE TAYLOR BANK
COLE TAYLOR BANK
P.J. BOX 88452 - DEPT. A
CHICAGO, IL 60690

111154-CILC

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 27, 2005, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Cole Taylor Bank Trust Number 01–9136 (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 V. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 27, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 12, 2003 in Cook County Recorder's Office as Document Number 0316332095 and an Assignment of All Rents dated May 27, 2003 and recorded June 12, 2003 in Cook County Recorder's Office as Document Number 0316332096.

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

LOTS 26 AND 27 IN BLOCK 4 IN BICKERDIKE'S ADDITION TO IRVING PARK, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PART LYING SOUTH OF ELSTOR AVENUE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3823-27 N. Drake Avenue, Chicago, IL 60618. The Real Property tax identification number is 13-23-209-001

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$150,000.00 to \$450,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security

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MODIFICATION OF MORTGAGE (Continued)

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of the Mortgage, exceed \$900,000.00.

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 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 GRANTOK ACREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 27, 2005.

GRANTOR:

COLE TAYLOR BANK TRUST NUMBER 01–9136
CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO
COLE TAYLOR BANK, not personally but as Trustee under that certain
trust agreement dated 08∕207–2001 and known as Cole Taylor Fayk Trust
Number 01–9136.
Ву:
Bank Mario V Gotanco , Authorized Signer of Cole Taylor
Daily V
LENDER:
COLE TAYLOR BANK

Authorized Signer

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TRUST ACKNOWLEDGMENT		
STATE OF	_)	
COUNTY OF COME) SS	
	<u> </u>	
to me to be an authorized trustee or agent acknowledged the Modification to be the free and trust documents or, by authority of statute, for the	before me, the undersigned Notary , Authorized Signer of Cole Taylor Bank, and known of the trust that executed the Modification of Mortgage and d voluntary act and deed of the trust, by authority set forth in the ne uses and purposes therein mentioned, and on oath stated that on and in fact executed the Modification on behalf of the trust.	
By A: Mick Or	Residing at	
Notary Public in and for the State of	"OFFICIAL SEAL" SHERRI SMITH NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/22/2006	
LENDER	ACKNOWLEDGMENT	
STATE OF) SS	
COUNTY OF	—) Tś	
On this day of Public, personally appeared authorized agent for the	before me, the undersigned Notary and known to me to be the Lender that executed the within and foregoing instrument and	
acknowledged said instrument to be the free an the Lender through its board of directors or othe	or voluntary act and deed of the said Lender, duly authorized by erwise, for the uses and purposes therein mentioned, and on oath his said instrument and that the seal affixed is the corporate seal	
Ву	Residing at	
Notary Public in and for the State of	 -	
My commission expires		

OFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

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